



**INDIAN INSTITUTE OF FOREIGN TRADE
NEW DELHI - 110016**

Ref No: IIFT (D)/Admin/Souvenirs/2022-23

22/02/2023

TENDER NOTICE

Sub: Notice Inviting Tender for procurement of 400 Nos. of souvenirs for Diamond Jubilee Celebration

IIFT is an Autonomous Body under the Department of Commerce, Government of India and as well as a Deemed to be University under UGC. IIFT invites the sealed tender for procurement of 400 Nos. of souvenirs for IIFT, New Delhi. The technical and financial bids, should be sealed by the bidder in separate envelopes duly super-scribed as “**TECHNICAL BID /FINANCIAL BID** (as the case may be) **FOR PROCUREMENT OF SOUVENIRS AND SUPPLY AT IIFT, NEW DELHI**” and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed as **TENDER FOR PROCUREMENT OF SOUVENIRS AND SUPPLY AT IIFT, NEW DELHI**”. The tender document can be downloaded from IIFT website (www.iift.edu) and it can also be downloaded from CPP Portal <https://eprocure.gov.in/epublish/app> free of cost.

Sealed Technical Bids (comprising of all documents & certificates listed under “Eligibility Criteria”, as per the Annexure-I) and Financial Bids (as per the Annexure-II), both in separate envelopes are to be put in a bigger envelope, as mentioned above, should be sent on or before **March 07, 2023, latest by 02:00 PM** and dropped in the tender box kept at the **Main Gate, B-21, Indian Institute of Foreign Trade (IIFT), Qutab Institutional Area, New Delhi - 110016**.

IMPORTANT DATES

S. No.	Event	Date and Time/ Remarks
1.	Last date for submission of bids.	March 07, 2023 by 02:00 pm
2.	Date of opening of Technical Bids.	March 07, 2023 by 02:30 pm
3.	Date of opening of Financial Bids.	Will be intimate later

4.	All the communications with respect to the Bid shall be addressed to:	Section Officer (Administration), Room No. 522 B, IIFT, B-21, Qutab Institutional Area, New Delhi-110016 Tel: 011-39147322 (124) E- Mail ID: soadmin2@iift.ac.in
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Bids should be sealed and signed, super scribed with the Reference No. and details as appended here under.

TENDER FOR PROCUREMENT OF SOUVENIRS

TENDER REF. NO: IIFT (D)/Admin/ Souvenirs /2022-23,

DATE: 22/02/2023

The Section Officer {Room No.:522(B)}
Indian Institute of Foreign Trade
B-21, Qutab Institutional Area
New Delhi-16

From: M/s..... Contact No:..... E-mail ID:

**Technical Criteria
Compliance Matrix must be submitted as
follows: (Part- I)**

S. No.	Must have Criteria/Compliance Points	Comply (Yes/No)	Page number in support of compliance. Deviations (if any) should be mention clearly and details thereof should be indicated.
1.	Certificate of Incorporation.		
2.	Valid NSIC / MSME certificate, if any.		
3.	Must be Operational for the last 3 years, Certificate of Incorporation		
4.	Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.		
5.	Copy of PAN		
6.	Procurement of 400 Nos. of souvenirs, as per the specifications detailed in Financial Bid (Annexure-II)		
7.	EMD in original submitted/ MSME Certificate for exemption (Copy needs to be attached)		
8.	At least experience of completing 3 such projects earlier and with letter of completion certificate / Purchase Orders of organizations not older than 1 year.		
9.	Undertaking & declaration duly filled & signed (Annexure-III)		
10.	Near-Relation Certificate duly filled & signed. (Annexure-IV)		
11.	Declaration in respect of no addition / deletion / corrections in downloaded Tender (Annexure-V)		
12.	Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Annexure-VI)		
13.	Certificate of neither blacklisted nor criminal case pending (Annexure-VII)		
14.	Local content Declaration & Self Certification towards preference to Make in India (Annexure-VIII)		

(Part-II)

Price Bid Format: Please submit the price bid as per Annexure-II

General Instructions to Bidders

You are requested to kindly go through the detailed terms and conditions mentioned below and overleaf and submit your most competitive bid applicable to educational and research institutes.

1. The document can be directly downloaded from Institute's website www.iift.edu. No editing, addition/deletion of matter is permitted.
2. Please mention the Ref No. and due date on top of the bid sealed envelope.
3. The offer must be submitted in two bid basis within the indicated Date and Time.
4. Quotations must reach us on or before the due date and time. Sealed quotations received after the due date and time will not be considered for evaluation.
5. All communications related to this tender should be addressed to **SO (Admin), Room No. 522 B, IIFT, B-21, Qutab Institutional Area, New Delhi - 110016.**
6. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form.
7. Once the agency has quoted and accepted the offer, withdrawal or denial at any stage is not accepted under any circumstances.
8. **Specifications** of the product i.e. souvenirs should be studied well by visiting the institute before submission of the final bid.

The specifications of the product are as follows:-

Size: 118 x 69 x 6 mm (Oval shape)

Quantity: 400 units (souvenirs + box covers)

Weight: 230 gms (approx.)

Metal chemical composition: Copper and its alloys

- 9 .As soon as the APO is issued to the final bidder, the sample of the souvenir should be submitted to the institute within 5 days. Only if the sample submitted is approved by the institute. The final purchase order will be issued to the successful bidder.

Conditions for Techno-Commercial bids

1. Price bid form at Annexure-II should be used for bid submission.
2. IIFT shall decide on the final quantity required. The payment will depend on actual quality of the souvenirs, and number of souvenirs at pro-rata basis.
3. The competent authority reserves the right to accept/ reject/ cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
4. Please note clearly that faxed, mailed and tempered quotations are liable to be rejected.
5. **Scope of Work:** Procurement of souvenirs and supply at IIFT Delhi Campus.
6. Delivery of souvenirs should be done within 14 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:** 100% payment will be released through RTGS transfer after completion of the activity and submission of invoice with regard to specifications ordered. The payment will be released after statutory deductions and after submission of PBG.
8. **Clarification of Bids:**
 - a) A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by e-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, 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 bid documents.
 - b) 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.
9. **Estimated Tender Cost:** The Tender value is estimated to be Rs. 4.5 Lakhs (including GST)
10. **Performance Security:**
 - a) 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 IIFT for an amount equal to 3 % of the value of purchase order within 07 days from the date of issue of Purchase Order by the purchaser.
 - b) 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.
 - c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 14 months, in the Performa provided in Bid Document.
 - d) 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.
11. **Bid Security / EMD:**

The bidder shall furnish the bid security / EMD @2% of the total estimated tender value through NEFT/RTGS in favour of "Indian Institute of Foreign Trade" as per details given below;
Details for NEFT/RTGS are as under;
Beneficiary Name:
Bank Name & Address:
MICR code:
A/c No.:
12. 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.

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 13(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.500/- per day for the delayed period.

14. Penalty Clause: In the event of non-compliance of any of the terms & conditions of this contract and non-satisfactory performance of the agency, the penalty of maximum 10% of the bill value will be imposed on the agency subject to the extent of actual damages/ quality lapse as decided/calculated by IIFT.

15. 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 Director 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.

16. Effect and Jurisdiction: The law applicable to his 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. 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.

18. 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.

19. 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.
- (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 - IV.

20. 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 - V).

21. 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.

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

(iii) 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 upto 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-IX) 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-VI in their technical bid.

Place: Signature with stamp of the bidder:

Date: Name, Address of the bidder: Cell/ Tel No.:

FINANCIAL BID

Ref No: IIFT (D)/Admin/ Souvenirs /2022-23

Name of the Agency M/s.....

PROCUREMENT OF SOUVENIRS**Size:** 118 x 69 x 6 mm (Oval shape)**Quantity:** 400 units (souvenirs + box covers)**Weight:** 230 gms (approx.)**Metal chemical composition:** Copper and its alloys

S. No.	Description	Quantity	Cost (per unit)	Total Cost
1.	Souvenir 118 x 69 x 6 mm (Oval shape)	400		
2.	Box Cover for Souvenir	400		
3.	GST as applicable			
4.	Total (including taxes)			

Terms & Conditions

1. The bidder may visit the Institute to examine the sample of the souvenir before submission of Tender.
2. The quality of the material should not be compromised.
3. The delivery period of the sample should not exceed 12 days.
4. As soon as the APO is issued to the final bidder, it is advisable that the sample of the souvenir should be submitted to the institute within 5 days. Thereafter, purchase order will be initiated to the bidder. Delivery of souvenirs should be done within 14 days of award of contract.
5. **The bid is valid for 90 days.**

Place:

Date:

Tel/ Cell No:

Signature with stamp of the bidder:

Name, Address of the bidder:

UNDERTAKING & DECLARATION

FOR UNDERSTANDING THE TERMS & CONDITION OF EOI & 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.
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 EoI/Tender.

Date:

Place :

Signature of bidder
Name of bidder

Along with date & Seal

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 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 – V

Declaration in respect of no addition / deletion / corrections in downloaded Tender (to be submitted in original on Letter Head of the Applicant/Bidder)

Whereas, I/we (Name of agency) has submitted bid for
..... I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

Place:

Signature of bidder

Name of bidder
Along with date & Seal

ANNEXURE – VI

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 of bidder
Along with date & Seal**

6 (E) – DECLARATION OF BLACKLISTED OR CRIMINAL CASE PENSING

(Format of the Certificate)

CERTIFICATE

(to be provided on letterhead of the firm)

I hereby certify that the above firm is neither blacklisted by any Central / State Government / Public Undertaking / 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:

Signature of bidder

Place:

Name of bidder
Along with date & Seal

ANNEXURE –VIII

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) Dated16.9.2020.

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 _____ 02/2023

Authorized signatory
(Name of the Firm entity)

PROFORMA

For the Performance Guarantee

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

Subject: PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued a work order no. Dated/...../2023 awarding the work of "**procurement of souvenirs for Diamond Jubilee Celebration, IIFT, New Delhi**" to M/s....., R/o..... (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Director, 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 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 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 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

E-mail ID: