



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

**ENGAGEMENT OF FOREIGN EXCHANGE
DEALER AT IIFT DELHI**

EXPRESSION OF INTEREST (EOI) DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

EOI REF. NO.:
IIFT-CRIT/FOREX/2019-20
दिनांक / DATED : ...07-Feb-2023..

INDIAN INSTITUTE OF FOREIGN TRADE
(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)
IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016.

Sub.: Engagement of Foreign Exchange Dealer at IIFT Delhi.

:: INDEX::

| Sec. No. | Item | Page No. |
|--------------------|---|----------|
| 1 | Detailed Notice Inviting EOI | 3 – 6 |
| 2 | EOI Information | 7 |
| 3 | Scope of Work | 8 |
| 4 | General Instructions to Bidders(GIB) | 9-15 |
| 4 (A) | Client Certificate regarding performance of contractor | 16 |
| 5 | General (Commercial) Conditions of Contract (GCC) | 17-20 |
| 6 (A, B, C, D & E) | Undertaking & declaration, Near Relationship certificate, Declaration in respect of no addition / deletion / corrections in downloaded Eoi, Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India, Declaration of Blacklisted or Criminal Case Pending | 21-25 |
| 7 (A & B) | Performa (s) for PBG, Letter of authorization | 26-28 |
| 8 (Part-A) | Bidder's Profile & Questionnaire | 29-30 |
| 8 (Part-B) | Draft Agreement | 31-32 |
| 9 (Part-A) | Technical Bid Letter | 33 |
| 9 (Part-B) | Financial Bid Letter & Price Schedule | 34-35 |

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 1

NOTICE INVITING EOI

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area New Delhi – 110016.

EOI No.: IIFT-CRIT/FOREX/2019-20

दिनांक / Date : 07-Feb-2023...

SUBMISSION FEES OF EOI : Rs.1,000/- (non refundable) [please refer clause 16.0 on Section-1]

- 1.0 Sealed Expression of Interest (Eoi) in Single Stage Two Envelope method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the Director IIFT for undertaking following works/services:

| Sl. No. | Name of the Item / Work | Estimated Cost | Bid Security / Earnest Money |
|---------|---|----------------|------------------------------|
| 1. | Engagement of Foreign Exchange Dealer at IIFT Delhi | Rs.80,14,600/- | Rs.1,60,292/- |

2.0 Time Period : 1 Year

3.0 Purchase of Eoi Document : The Eoi document shall be available for downloading from the website www.iift.edu / www.eprocure.gov.in/epublish/app from ..07-Feb-2023..to..28-Feb-2023... upto ...12:00 PM ..hrs.

4.0 Eligibility Criteria:-

- a) The bidder from a country which shares a land border with India will be eligible to bid in this Eoi only if the bidder is registered with the Competent Authority [for further details refer Clause 13.0 Section 5 (Part A)].
- b) The bidder must have Registration with RBI for dealing in Foreign Exchange..
- c) **Work experience:** Experience of having successfully completed similar works during the last three (3) years ending from 31st – March - 2022 in the format attached as Section 4 (A) as detailed below :
- (i) Three similar completed works costing not less than the amount of Rs.32,05,840/-
Or
Two similar completed works, costing not less than the amount of Rs.48,08,760/-
Or
One similar completed work of aggregate cost not less than the amount of Rs.64,11,680/-
- (ii) **“Similar works” shall mean “Providing forex Currency / Card”.**
- (iii) The work experience should be supported by certificates issued by clients organizations. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of award.
- d) The Bidder should furnish a Banks Solvency Certificate from a Scheduled Bank for an amount equal to 40% of the estimated cost i.e. Rs.32,05,840/-
- e) The bidder should have an Annual average turnover of Rs.48,08,760/- for last three year i.e. FY 2019-20, FY 2020-21, FY 2021-22.

- f) The Bidder should give self-declaration certificate for acceptance of all terms and conditions of Eol documents. A duly completed certificate to this effect is to be submitted as per the Section 6(A).
- g) The firm should be neither blacklisted by any government department nor should there be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per Section 6(E)
- h) The bidder must have operational office in Delhi. (Please enclose the relevant proof)
- i) Certificate of incorporation.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- k) Power of Attorney as per Clause 15.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 15.3 (b) or (c) of Section 4.
- l) The bidder should have a valid PAN.
- m) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

- 4.1 The Annual turnover certificate should be on letter head of Chartered Accountant. **In case Account for FY 21-22 is not yet audited, a self-attested turnover statement supported by documents may be attached.** Bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their Eol bid. **All documents submitted will also be self-attested by the bidder.**

Note:-

I) Certificate of Financial Turnover and Profit

At the time of submission of Eol, the bidder shall attach Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Profit of last 3 years. There is no need to attach entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years shall be attached.

II) Certificates in the name of other Companies:

a) Certificates of Subsidiary: Any company/firm while submitting Eol can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.

b) Merger/ Acquisition of Companies: In case of a Company/firm, formed after merger and/ or acquisition of other companies/ firms, past work experience and Financial parameters like turnover, profitability, net worth etc. of the merged/ acquired companies/ firms will be considered for qualification of such Company/ firm provided such Company/ firm continues to own the requisite assets and resources of the merged/ acquired companies/ firms.

5.0 Bid Security / EMD:

- 5.1 The bidder shall furnish the bid security / EMD through a DD in favour of "Indian Institute of Foreign Trade, Delhi" or through NEFT/RTGS in favour of "Indian Institute of Foreign Trade, Delhi" as per details given below.

Details for NEFT/RTGS are as under:

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

5.2 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 EOI service.

6.0 **Submission of Eol:** The Eol should be submitted as detailed below:-

Envelope -1 : Techno-Commercial Bid comprising of EMD / Bid Security and Eol document with all relevant papers duly signed. The envelope should be super scribed as “**Techno-Commercial Bid for Engagement of Foreign Exchange Dealer at IIFT Delhi**”.

Envelope -2 : Financial Bid comprising of Rate/Price Bid. The envelope should be super scribed as “**Financial Bid for Engagement of Foreign Exchange Dealer at IIFT Delhi**”.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “**Engagement of Foreign Exchange Dealer at IIFT Delhi**” should be addressed to the Dy. Finance Officer (Finance), Indian Institute of Foreign Trade (IIFT) and may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address. No Eol shall be accepted after prescribed due date and time.

7.0 **Due Date & Time of Submission of Eol bids: ...28-Feb-2023... at ...12:00 PM...hrs.**

8.0 **Date & Time of Opening of Eol**

8.1 Technical Bid: ...28-Feb-2023.. at ...03:00 PM... hrs.

8.2 Financial Bid: The date & time will be intimated later on to the responsive bidders only.

9.0 Eol bids received after due date & time will not be accepted.

10.0 Incomplete, ambiguous, conditional, bids are liable to be rejected.

11.0 The Institute reserves the right to accept or reject any or all Eol bids without assigning any reason. The Institute is not bound to accept the lowest Eol.

12.0 **All documents submitted will also be self-attested by the bidder.**

13.0 **Submission of Declaration :**

12.1 The bidder shall furnish a declaration in Section 6 (C) that no addition / deletion / corrections have been made in the downloaded Eol document being submitted and it is identical to the Eol document appearing on the website.

12.2 In case of any correction / addition / alteration / omission in the Eol document, the Eol bid shall be treated as non-responsive and shall be rejected summarily.

14.0 The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.

15.0 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.

16.0 **The bidder shall furnish the Submission Fees of EOI of Rs.1,000/- (non refundable) along with the Technical Bid (in the Form of DD) in favour of “Indian Institute of Foreign Trade, Delhi”.**

- a) **The NSIC / MSME units shall be exempted from submission this fees of EOI on production of requisite proof in respect of valid certification from NSIC / MSME for the EOI service.**

Note 1: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

Note 2: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.

Note 3: All computer generated documents should be duly signed / attested by the bidder / vendor organization.

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 2

EOI INFORMATION

1. Type of Eol:
Single Stage Two envelope (Part-A: Techno-commercial bid and Part-B: Financial bid)
2. **Bid Validity Period / Validity of bid Offer: 90** days from the Eol opening date.
- 3 The bid is invited in single stage two envelope system.
 - 3.1 Techno-commercial bid, shall contains following documents:
 - i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Notice Inviting EOI Viz;
 - a) Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT))] for bidder from a country which shares a land border with India
 - b) Registration with RBI
 - c) Bank Solvency Certificate
 - d) Work experience certificate
 - e) Turnover Certificate for FY 2019-20, FY 2020-21, FY 2021-22.
 - f) Proof of operational office in Delhi.
 - g) Copy of PAN
 - h) Proof of payment of Bid security / EMD through NEFT / RTGS.
 - i) 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.
 - j) Certificate of incorporation.
 - k) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - l) Power of Attorney as per Clause 15.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 15.3 (b) or (c) of Section 4.
 - ii) Undertaking & declaration duly filled & signed. (Section - 6A)
 - iii) Near-Relation Certificate duly filled & signed. (Section - 6B)
 - iv) Declaration in respect of no addition / deletion / corrections in downloaded Eol (Section – 6C)
 - v) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)
 - vi) Certificate of neither blacklisted nor criminal case pending (Section -6E)
 - vii) Bidder's Profile & Questionnaire duly filled & signed. (Section – 8 (Part-A))
 - 3.2 **Financial bid** shall contain Rate/Price Schedule. (Section-9 Part B)

Note 1: First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 3 (SCOPE OF WORK)

About the Institute

The Indian Institute of Foreign Trade (IIFT), a deemed to be University, is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines and five years integrated MBA (IB) Programme. Established in 1963, as an autonomous body under the Ministry of Commerce & Industry, Government of India, it has significantly contributed towards the external trade sector of India through policy research and skill-building over the past six decades. It also emerged as a leading Business School in the country, consistently ranked among the top 10 in the list. The rich contributions in knowledge domain helped the Institute to earn the status of “Deemed to be University” in the year 2002. Over the years, IIFT has emerged as a national university with focus on Economics and International Business, which is reflected in all the major activities of the Institute, namely: Research, Teaching and Training. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A++’ Institution in its evaluation during 2005 as well as in 2015. Recently, the Institute has been granted graded autonomy by UGC/MHRD as Category-I Institution.

Schedule of Requirement

1. The Bidder should provide the currency as per the requirements in Cash and Card of the Institute.
2. The Bidder should share IBR rate as per the requirements of the Institute before placing the order.
3. Service should be available 24x7 for uploading the required currency in forex card / delivering of currency at IIFT (Delhi), Nafed House or any other designated place.
4. Currency will be delivered within the permitted duration as per the requirements of the Institute.
5. The Bidder will ensure activation of forex card issued to Institute’s faculty / officers / staff. In case of delay or non-activation of forex card penalty / damage can be imposed by the Institute @ 1% of total Invoice value.
6. No information will be shared related to quote IBR rate by other empanelled vendors.
7. Payment will be made within 7-10 working days on the receipt of hard copy of the Invoice / E-Invoice / digitally signed invoice.

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 4

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Indian Institute of Foreign Trade (IIFT), New Delhi.
- (b) **"The Bidder"** means the individual or firm who participates in this EoI and submits its bid.
- (c) **"The Supplier" or "The Vendor" or The Contractor** means the individual or firm providing the services under the contract.
- (d) **"The Goods / Services"** means all the currency / cards / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Purchase Order"/ "Work Award Letter"** means the order placed by the Purchaser on the Supplier/Contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (f) **"Successful Bidder(s)"** means the bidder(s) to whom work in this EoI is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to Clause 4 of Section – 1 i.e. Notice Inviting EoI.

3.0 COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED:

- 4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in Section – 2 and technical bid letter, Section – 9 (Part-A).
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 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 EOI**. 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.
- 5.2 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.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified on website www.iift.edu / www.eprocure.gov.in/epublish/app to all prospective bidders and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security furnished in accordance with Clause 12.

8.0 BID FORM:

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents.

9.0 BID PRICES:

9.1 **The bidder shall give rate in numeric digit form as indicated in price schedule** given in Section-9 Part-B. (rates quote in percentage (%)) will not be considered.

9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:

- (a) Valid NSIC / MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category, proof in this regard also need to be submitted.
- (b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.
- (c) Power of Attorney as per Clause 15.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 15.3 (b) or (c) of Section 4.
- (d) Certificate of incorporation.
- (e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 DOCUMENTS ESTABLISHING GOODS / SERVICES CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause-7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

12.0 BID SECURITY / EMD:

12.1 The bidder shall furnish, as part of its bid, an EMD/ bid security as mentioned in Section-1 (Notice Inviting EOI).

12.2 The NSIC/MSME bidders are exempted from payment of bid security subject to:

- (a) A proof regarding valid registration with NSIC/MSME for the tendered items have to be attached along with the bid.
- (b) The enlistment certificate issued by NSIC/MSME should be valid on the date of opening of EOI.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened.

12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible and within 30 days of finalization of the EOI or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause-13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the work award letter satisfactorily in accordance with Clause-27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; **OR**
- (b) If the bidder does not accept the work award letter or does not submit PBG & sign the contract / agreement in accordance with Clause-28.

NOTE: - The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for period specified in Clause-2, Section-2 of Eol Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing.

14.0 FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit its bid complying all eligibility conditions, other terms and conditions of Eol document to be read along with the clarifications and amendments issued in this respect. **All the documents must be authenticated, by hand signatures, by the authorized person.** The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. **All pages of the original bid shall be signed by the person or persons signing the bid.**

15.0 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / Institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

16.0 SEALING AND MARKING OF BIDS:

- (a) The bid should be submitted as per Clause-3, Section 2 of Eol information.
- (b) The envelope shall bear the name of the Eol, the Eol number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- (d) The bid should be deposited in the Eol box provided by purchaser or sent by registered post or delivered in person on below mentioned address (address is given in (e) below). The responsibility for ensuring that the Eol are delivered in time would vest with the bidder.
- (e) Bids sent by registered post or delivered in person shall be dropped up to specified time & date in a box kept with the Security Guard at the main gate of the Institute (**Address : IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi-110016**). The purchaser shall not be responsible, if the bids are delivered elsewhere.

17.0 SUBMISSION OF BIDS:

17.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-7 of Section-1 i.e. Notice Inviting EOI.

17.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause-6 (this section) in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

18.0 LATE BIDS: No bids shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

19.2 Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

20.0 OPENING OF BIDS BY PURCHASER:

20.1 The Eoi opening committee of IIFT shall open bids in the presence of intending bidders or their authorized representatives, who choose to attend, on the date and time specified in Clause-8 of Notice Inviting Eoi (Section-1).

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

20.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

20.3 The date fixed for opening of bids, if, subsequently declared as holiday by the IIFT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

21.0 CLARIFICATION OF BIDS

21.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

21.2 If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

22.0 PRELIMINARY EVALUATION:

22.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

22.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

22.3 Prior to the detailed evaluation pursuant to Clause-22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

22.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

22.5 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a price deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

23.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

23.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-22.

23.2 The evaluation and comparison of responsive bids shall be based on Least Cost System (LCS). The procedure for technical & financial evaluation is as under :

(a) **Technical evaluations:** The firms fulfilling eligibility criteria only shall be considered for technical evaluations.

(b) **Financial evaluations:** The financial bids of only those bidders shall be considered who have been qualified in technical evaluation. The Financial Bid with the lowest price for all currencies, cards, transaction charges and other charges will be the L1 bid. **The bidders must necessarily quote for all currencies and cards.**

24.0 CONTACTING THE PURCHASER:

24.1 Subject to Clause-21, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

24.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

25.0 PLACEMENT OF ORDER:

25.1 The purchaser shall consider placement of Work Award Letter /orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

IIFT reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. IIFT does not bind itself to accept lowest EoI. The IIFT reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by IIFT after split up at the quoted/negotiated rates. No claim of the contractor whatsoever shall be entertained by IIFT on this account.

27.0 ISSUE OF WORK AWARD LETTER:

27.1 The issue of work award letter shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within 07 days of issue of the work award letter, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

28.0 SIGNING OF CONTRACT:

28.1 The issue of work award letter shall constitute the award of contract on the bidder.

28.2 Upon furnishing of performance guarantee by successful bidder (pursuant to Clause-27) the purchaser shall sign the contract.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the performance security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

30.0 QUALITY ASSURANCE REQUIREMENTS:

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

31.0 REJECTION OF BIDS:

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section-4: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4: If the eligibility condition as per Clause 2 of Section-4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section-4 are not enclosed, the bids will be rejected without further evaluation.
- c) Section-9 Part-B (Price Schedule): Rates / Prices are not filled in as prescribed in price schedule.
- d) If a bidder quotes **NIL** charges / consideration, the bid shall be treated as unresponsive and will be rejected without further evaluation.

31.2 If competent authority (IIFT) is agree, Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31(b) of Section-4, the bidder company is given an opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the Eol process with full justification quoting specifically the violation of Eol condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of Eol opening even if it is liable for rejection and will preserve the bids by taking the signatures of some of the representatives of the participating bidder/companies present on the occasion.

31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Eol opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder / company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the bid opening team will submit the case for review to Officer competent to approve the Eol as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of Eol opening will be returned to the bidders after issue of P.O. against the instant Eol.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32.0 NEAR-RELATIONSHIP CERTIFICATE:

32.1 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 Eol. 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 Eol will be cancelled and Performance 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.

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

32.3 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).

32.4 The format of the certificate is given in Section 6 (B).

33.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

33.1 The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

33.2 If any document / paper / certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.

34.0 The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

Section-4(A)

Client Certificate regarding performance of contractor

| Sl. No. | Name of work and Performance Parameter | Assessment by Client Organization |
|----------------|--|--|
| 1 | Name of Organization | |
| 2 | Date of award & Agreement no. | |
| 3 | Date of Commencement of work | |
| 4 | Stipulated date of completion | |
| 5 | Actual date of completion | |
| 6 | Details of compensation / penalty levied, if any. | |
| 7 | Gross amount of work (in Rs.) | |
| 8 | Name and Address of authority under whom work executed. | |
| 9 | Comments on capability of contractor i) Financial soundness ii) Mobilization of adequate T & P iii) Mobilization of Manpower iv) General Behaviour | |
| 10 | Did the contractor go for arbitration? If yes (i) total amount of claim (ii) total amount awarded | |
| 11 | Quality of work (indicate grading) (i) Very Good (ii) Good (iii) Fair (iv) Poor | |

Authorized signatory & Stamp
of Client Organization

SECTION – 5 (PART – A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for **Engagement of Foreign Exchange Dealer at IIFT Delhi.**

2.0 PERFORMANCE GUARANTEE:

- (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 work award letter within 07 days from the date of issue of Work Award Letter 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 18 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.

3.0 SCHEDULE OF SUBMISSION OF BILLS:

- a) The bidder shall submit the bills in the form of hard copy of the invoice or digitally signed invoice.
- b) The bidder shall submit the e-invoice or provide a declaration mentioned that e-invoice will not be applicable on him/them.

4.0 PAYMENTS:

No advance payment will be made in any case. Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) within 7-10 working days on the submission of hard copy of the invoice or digitally signed invoice submitted by the bidder.

4.1 Mandate willing to receive e-payments signed by authorized signatory of bidder shall be submitted by the bidder containing following information at the time of signing of Agreement / Contract.

- (a) Account beneficiary's name.
- (b) Account type.
- (c) Account number.
- (d) Name of the bank.
- (e) Bank Branch's MICR code.
- (f) IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

4.2 In case bills are not submitted in the above mentioned terms, IIFT will not be responsible for delay in payment.

5.0 DEDUCTIONS:

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

6.0 PRICES:

- 6.1 The quoted rate/price are firm during period of contract. No increase in prices is permitted.
- 6.2 Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

7.0 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 7.0(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.

8.0 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.
- 8.1 When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

9.0 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 wish with the concurrence of the purchaser elect to retain.

10.0 EXTENSION OF CONTRACT:

IIFT will have the right to extend this contract on the same rates, terms & conditions for one year and it can be further extended for another period of one year by mutual consent but not more than two times.

11.0 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.

12.0 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.

13.0 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 EoI.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this EoI 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.
- 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.

14.0 SET OFF:

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

15.0 COURT JURISDICTION:

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

Dy. Finance Officer (Finance)
Email ID : dfo@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 6

UNDERTAKING & DECLARATION

6(A) - 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 Eoi documents & offer to execute the work at the rates quoted by us in the Eoi 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 Eoi 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 Eoi 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.

Date:

Place :

Signature of bidder

Name of bidder

Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I..... S/o..... R/o.....
hereby certifies that none of my relative(s) as defined in the EoI document is / are employed in IIFT unit as per details given in EoI 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

6 (C) Declaration in respect of no addition / deletion / corrections in downloaded Eol (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 Eol document being submitted and it is identical to the Eol document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

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

Certificate for EoI

"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 EoI 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

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

SECTION – 7

PROFORMAS

7 (A) : 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 an work order no. Dated/...../2023 awarding the work of "**Engagement of Foreign Exchange Dealer at IIFT 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/...../..... (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:

7 (B) : For Letter of Authorization for Attending Bid Opening Event

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

Subject. : AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr. / Ms. have submitted our bid for the Eol no. IIFT-CRIT/FOREX/2019-20, Dated :in respect of **Engagement of Foreign Exchange Dealer at IIFT Delhi** which is due to open on, in the chamber of Dy. Finance Officer (Finance), Indian Institute of Foreign Trade (IIFT), B-21, IIFT Bhawan, Qutub Institutional Area New Delhi – 110016.

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

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/Officer authorized to sign
on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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

SECTION- 8 (Part-A)
BIDDER'S PROFILE & QUESTIONNAIRE
(To be filled in and submitted by the bidder)

A) BIDDER'S PROFILE:

1. Name of the Individual / Firm:.....
2. Present correspondences address:

 Telephone No., Mobile No., Email ID.
3. Address of place of Works / Manufacture:

 Telephone No., Mobile No., Email ID
4. State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company / Ltd. Co.
 (Tick the correct choice)

 Certificate no. and Year of incorporation:.....
5. Name of the sole proprietor / partners / Director(s) of Pvt. Ltd. Co. / Ltd. Co.:

| S. No. | Name | Father's Name | Designation |
|--------|------|---------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

6. Name of the person authorized to enter into and execute contract / agreement and the capacity in which he is authorized (in case of partnership / Private Ltd Company / Ltd. Co.):

7. Permanent Account No.(PAN) :.....
8. GST Registration No.
9. NEFT/RTGS details of Bid security/ EMD.....
10. MSME Certificate No. Valid upto:
11. RBI Registration No.....

SECTION- 8 (Part-B)

DRAFT – AGREEMENT

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

Articles of agreement made and entered in to this day between the **INDIAN INSTITUTE OF FOREIGN TRADE** and M/s hereinafter referred to as the contractor.

Whereas the contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “**Engagement of Foreign Exchange Dealer at IIFT Delhi**” vide no. Dated for a period of twelve months **w.e.f.** to

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No.** **dated** as Performance Guarantee vide which the said has undertaken to pay to the **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs.**/- (**Rupees** **only**) against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

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

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

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF FOREIGN TRADE** to claim **Rs.**/- (**Rupees** **only**) towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of Notice Inviting EOI No.IIFT-CRIT/FOREX/2019-20 दिनांक / DATED : ...07-Feb-2023....forms the integral part of this agreement.**

SECTION – 9 (PART – A)

TECHNICAL BID LETTER

To,

**Dy. Finance Officer (Finance)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi 110016**

Sub.: EOI for Engagement of Foreign Exchange Dealer at IIFT Delhi

Ref.: EOI No.: IIFT-CRIT/FOREX/2019-20, Dated : ...07-Feb-2023...

With reference to the above mentioned EOI, we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents with -bid :

Eligibility Criteria :

- i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Notice Inviting EoI Viz;
 - a) Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT))] for bidder from a country which shares a land border with India
 - b) Registration Certificate with RBI.
 - c) Work experience certificate
 - d) Bank Solvency Certificate
 - e) Turnover Certificate for FY 2019-20, FY 2020-21, FY 2021-22.
 - f) Proof of operational office in Delhi.
 - g) Copy of PAN
 - h) Proof of payment of Bid security / EMD through NEFT / RTGS
 - i) 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.
 - j) Certificate of Incorporation.
 - k) Valid NSIC / MSME certificate, if any.
 - l) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - m) Power of Attorney as per Clause 15.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 15.3 (b) or (c) of Section 4.
- ii. Undertaking & declaration duly filled & signed. (Section - 6A)
- iii. Near-Relation Certificate duly filled & signed. (Section - 6B)
- iv. Declaration in respect of no addition / deletion / corrections in downloaded EoI (Section – 6C)
- v. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)
- vi. Certificate of neither blacklisted nor criminal case pending (Section – 6E)
- vii. Client Certificate regarding performance of contractor (Section – 4(A))
- viii. Bidder's Profile & Questionnaire duly filled & signed. (Section – 8 (Part-A))

Yours truthfully,

Signature _____

Date:

Name _____
Address _____
Telephone _____
Seal of the firm _____

SECTION – 9 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated

To,

**Dy. Finance Officer (Finance)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutub Institutional Area
New Delhi 110016**

Ref.: Your EOI Enquiry No. IIFT-CRIT/FOREX/2019-20, Dated : 07 / 02 / 2023

1. Having examined the above mentioned EOI enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the rates shown in the price schedule attached herewith and made part of the financial Bid.
2. I/We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
3. I/We have read the [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 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
4. I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
5. I/We understand that *False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules 2017 along with such other actions as may be permissible under law.*
6. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
7. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Commercial Bank for a sum @ 3 % of the contract value for the due performance of the contract.
8. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
9. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
10. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
11. Until a formal work award order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

SECTION – 9 (PART – B)

PRICE SCHEDULE

Name of Service: Engagement of Foreign Exchange Dealer at IIFT Delhi

(A) : Requirements

| S. No. | | Currency | Commission | | Commission | |
|--------|-------|---|------------------------|------------------------|-------------------------|-------------------------|
| | | | Sell (to IIFT in Cash) | Sell (to IIFT in Card) | Buy (from IIFT in Cash) | Buy (from IIFT in Card) |
| | | Sell : IBR + Commission Buy : IBR – Commission | | | | |
| 1. | i. | US Dollar (USD) | | | | |
| | ii. | British Pound (GBP) | | | | |
| | iii. | EURO (EUR) | | | | |
| | iv. | Swiss Franc (CHF) | | | | |
| | v. | Canadian Dollar (CAD) | | | | |
| | vi. | Australian Dollar (AUD) | | | | |
| | vii. | Russian Ruble (RUB) | | | | |
| | viii. | Singapore Dollar (SGD) | | | | |
| | ix. | Emirati Dirham (AED) | | | | |
| | x. | Japanese Yen (JPY) | | | | |
| 2. | | Any other Currency (other than mentioned above) *a Fixed rate will be charged | | | | |
| 2. | | Transaction Charges (per Invoice) | | | | |
| 3. | | GST Charges | | | | |
| 4. | | Any other Charges | | | | |

- Rates quoted above should be mention in the form of numeric digit only. Rate quoted in percentage (%) will not be considered.

Dated:

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of