

INDIAN INSTITUTE OF FOREIGN TRADE

Kakinada, Andhra Pradesh Website: www.iift.ac.in

Ref: No. IIFT/KKD/Admin/2023-24

Date: 03.04.2024

SUB: EMPANELMENT OF VENDORS/SUPPLIERS FOR THE SUPPLY OF BOOKS

Dear Sir/Madam,

- 1. Indian Institute of Foreign Trade (IIFT) is a Deemed to be University under the administrative control of Ministry of Commerce & Industry, Govt. of India.
- 2. The Institute invites sealed bids **Empanelment of Vendors/Suppliers for the Supply of Books**, under terms and conditions given in Tender Document.
- 3. The tender document along with Technical and Financial Bid documents can be downloaded from website of the Institute: (<u>www.iift.ac.in</u>) and it can also be downloaded from CPP Portal <u>https://eprocure.gov.in/epublish/app</u> free of cost.
- 4. The technical and financial bids should be sealed by the bidder in separate envelopes duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed.
- 5. The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by IIFT. Financial bids of only the technically accepted offers shall be opened before the successful bidders. Following schedule will be observed in this regard:
 - 1. Last date for submission of bid documents: 24.04.2024 till 02:00 pm
 - 2. Date of opening of technical bids: 24.04.2024 till 02:30 pm
 - 3. Date of evaluation of Financial Bids: will be informed to technically qualified bidders.

6. Complete tender documents should be submitted at the address mentioned, **not later than 02:00 pm on 24.04.2024**. Bids received later than the prescribed date and time will not be considered for evaluation.

Accounts Officer Tel. No : +91 94449 11172 Email ID: <u>accountsofficer kkd@iift.ac.in</u> Indian Institute of Foreign Trade JNTUK campus, Kakinada- 533003

Section - I

Scope of Work

The supplier/vendor has to supply the books at Indian Institute of Foreign Trade, Kakinada, JNTUK Campus, Kakinada, Andhra Pradesh, 533003.

The Institute invites sealed bids for providing **Empanelment of Vendors/Suppliers for the Supply of Books** for IIFT Kakinada, on following terms and conditions:-

General Terms and Conditions

The prescribed tender document consisting of (i) Technical Bid and (ii) Financial Bid, sealed separately in two different envelopes, super scribing "<u>Technical Bid</u>" and "<u>Financial Bid</u>", as the case may be and placed in a duly sealed big single envelop super scribing "Bid for Empanelment of Vendors/Suppliers for the Supply of Books for IIFT Kakinada" may be submitted in tender box in the name of Accounts Officer Indian Institute of Foreign Trade, JNTUK campus, Kakinada, Andhra Pradesh- 533033 by 24.04.2024 till 02.00 p.m.

2. Bid Validity: 90 days.

- 3. The Technical Bids are to be opened at the first instance & evaluated by competent committee or Authority. At the second stage, Financial Bid of only technically qualified Firms/Suppliers/Vendors will be opened for further evaluation and selection of vendors for empanelment.
- 4. Payment shall be released after the services received being found satisfactory to be certified by the authorized IIFT personnel.

5. Incomplete and conditional applications will not be considered.

- 6. The supplier/Vendor or his Authorized representative has to sign on every page of the document submitted by them with seal of the firm/agency concerned.
- 7. The applications will be scrutinized and shortlisted for empanelment by the Tender Evaluation Committee/ Contract Committee. The short-listed vendors will be informed by email and/or by regular post for further procedure, as required.
- 8. The short-listed vendor(s)/distributor(s)/supplier(s) for empanelment are required to agree to supply as per the Institute's "Terms & Conditions for Supply of Books (Print)" as stipulated hereunder.
- <u>Earnest Money Deposit</u>: The amount of earnest money deposit (EMD) shall be Rs. 25,000/-(Rupees Twenty Five Thousand only) in the form of DD/Cheque from a scheduled bank drawn in favour of "Indian Institute of Foreign Trade, Kakinada" payable at Kakinada.

Or through NEFT/RTGS are as under:

Beneficiary Name: Indian Institute of Foreign Trade Bank Name & Address: State Bank of India, JNTU Kakinada Engg college campus, Kakinada District IFSC code- SBIN0001358MICR code – 533002005 A/C No – 41261966129

Once the tender is awarded, EMD will be returned to the unsuccessful bidders within 30 days.

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

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

10. The application received after due date and time will not be considered.

- 11. <u>Performance Bank Guarantee:</u> The successful bidder must submit a Performance Bank Guarantee for an amount of Rs.50,000/- in favor of Indian Institute of Foreign Trade, Kakinada. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period. PBG shall be refunded without interest after successful performance of concerned firm during contract period. (Refer Annexure 5).
- 12. 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 notbe given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause (b) below.

(b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of 0.5% of the order value will be levied for delay in the execution of the contract.

- 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 there of granted by the purchaser.

- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) When the contractor has made himself liable for any of the cases aforesaid, IIFT shall have the powers to terminate the contract as aforesaid and forfeit performanceguarantee.
- 14. 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 thecontract.

(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.

15. Extension of Contract:

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of 12 months or till an alternative arrangement is made whichever is earlier. Extension beyond six months on the same rates, terms and conditions will be mutually agreed upon.

16. <u>Termination for insolvency:</u>

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.

17. Arbitration:

(a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.

(b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor, IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

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

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

19. <u>Product Warranties.</u> Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) free from defects in design, material and workmanship; (iv) in strict compliance with the Specifications; (v) free from any liens or encumbrances on title whatsoever; (vi) in conformance with any samples provided to Buyer; and; (vii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes (viii) Warranty will be valid for 05 years from the date of purchase.

20.<u>Service Warranties.</u> Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement;

(ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any

Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

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

22. Warranty Remedies.

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

23. Preference to Make in India:

- 1. The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- 2. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- 3. The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- 4. Procurements where the estimated value is less than Rs.5.00 lac shall be exempt from this order.
- 5. Verification of local content:
- (a). For procurement value up to Rs.10 cr.: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per section 6 (E) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local valueaddition is made.
- (b) For procurement value above Rs. 10 Cr.: The Class-I local supplier/ Class-II local supplierat the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (Refer annexure 3)

24. Near Relationship Certificate

The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non- Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

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

The near relatives for this purpose are defined as:-

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

The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). **(Refer annexure 4)**

- **25.** <u>Restrictions on procurement from a bidder of a country which shares a land border with India</u> [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 ordermeans:-
- 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 insuch 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 fallsunder 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 throughother 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, hasownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (Refer annexure-6).

<u>Section - II</u>

Eligibility Conditions:

- Membership of Good Office Committee.
- Membership of Federation of Publishers and Book Seller Associate of India withproof.
- MSME Certificate for exemption from Earnest Money Deposit (EMD).
- The Supplier should have served atleast any one of the reputed institution likeIIMS, NITs, Universities etc
- Served as supplier of books to Libraries during the last 02 years in Important University/National Autonomous Academic Institutions of higher learning in Management and allied disciplines. (Minimum 03 Copies of the latest Purchase Order handled by your firm with copy of the certificate of successful completion of supply on time from the institute concerned be attached. Additional Sheet may beadded if required).
- The supplier should have been established for minimum period of 05 years
- Audited and Certified Balance Sheet & Profit/Loss Account of last 03 years (2020-21, 2021-22 & 2022-23) Financial Years certification from Chartered Accountants. The firm should have minimum Turnover of Rs.10 lakhs per annum for last three years)

Section - III

Special Terms and Conditions (Commercial) of Contract

<u>General:</u>

- IIFT reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof.
- IIFT-Kakinada does not bind to place the purchase order to the approved vendor.

<u>Enquiry:</u>

 IIFT Kakinada may place an enquiry with all the empanelled vendors for the required titles and number of copies by email and within two days of receipt of the email, the vendors have to respond within certain time quoting titles available with number of copies and printed price, by reply through email only to speed up the work.

Purchase Orders:

- Supply of books has to be made strictly against the purchase orders.
- Sending an acknowledgement of the receipt of purchase order, which is taken as an acceptance of the purchase order, is mandatory, preferably by email.
- Any clarification/query regarding the purchase order should be sought from the IIFT Kakinada within 02(two) days of receipt of the order.

<u>Supply:</u>

- All the ordinary Indian Books should be supplied within 30 days and Foreign Books within 45 days, in case purchase from abroad involves.
- All bills towards supply of books shall be drawn in favour of the IIFT, Kakinada. The prices charged will be inclusive of all taxes, freight, packaging charges. In no case additional charge will be paid. The mailing address for supply of book and bill is as under:

Indian Institute of Foreign Trade, JNTUK campus, Kakinada Andhra Pradesh- 533003

- If the supply is made by post, the books should be sent through registered post/speed post/parcel or courier, whose charges will be borne by the supplier.
- Every supply should be accompanied by a delivery challan, clearly bearing the details of the items and titles in supply, their quantity and price.
- If the requested title(s) is OFP (out of print) or POD (print on demand), sufficient valid supporting documentary proof should accompany the communicationseeking any extra time for supply.
- In case there is a delay foreseen in supply, the concerned empaneled vendor should send a communication to the IIFT Kakinada explaining the same and seeking an extension of time to supply the same, at least 07(seven) working days before the due date of supply.

Conditions for cancellation of the released purchase order:

- If a vendor fails to supply less than 50% of the ordered titles/books or does not supply the books after their confirmation within the stipulated time, a penalty ranging from 10% to 20% of the value of unsupplied titles shall be imposed or the Security Deposit amount shall be forfeited. The supplier shall also be blacklisted.
- All supply orders for books will be valid for 30 days for Indian Publications and 45 days for foreign Publications. After the expiry of the time frame, the purchase order will automatically stand cancelled.
- The decision of accepting supply of cancelled titles is at the sole discretion of the Institute and the decision of the competent authority of the Institute shall be finalin this regard.

Mandatory enclosures with Invoice:

- Challans/Invoices are to be submitted in triplicate (3 copies). A revenue stamp should be affixed on the original bill and should be signed by authorized signatory.
- The price proof for all the books, except for the books with printed price, must be enclosed along with the bill in support of prices charged.
- A currency conversion rate proof with date must be furnished for books whose prices are quoted (before conversion into INR) in any currency other than INR.
- Every price proof and currency conversion proof should bear authorized signature of the vendor with official seal.

Other Terms and Conditions:

- The Institute reserves the right to change or modify or amend or substitute any clause(s) in the "Terms and Conditions", if required, during the tenure of the contract. In case of such a change, the empaneled vendors will be notified.
- The empaneled vendors will be required to supply the latest edition of books to IIFT Kakinada. In no case, an earlier edition shall be supplied, unless specifically asked for.
- By default, paperback and Indian editions of books must be supplied unless specified otherwise. In case of unavailability of paperback and Indian editions, supply of the available editions in lieu of the default is accepted.
- The title and other details of supplied books must be in accordance with supply order and the book(s) should be in good condition. The IIFT will not be responsible for any loss or damage in postal transit or otherwise. In case of erroneous supply and discrepancies in book(s), the book(s) shall be returned atthe supplier's cost, even after stamping etc. The final decision to return the book(s) or ask for refund towards difference in price will rest with the Institute.
- If the first vendor fails in confirming about supply of ordered publications within 07 days from the date of ordering, the second vendor will be given supply order. In case of failure in supply, the subsequent supply order will be givento the next parties, available in the panel of suppliers.
- Number of vendors/suppliers/publishers etc. for empanelment will be fixed by theInstitute.
- In case of urgency, the vendors will be required to deliver the books under a veryshort notice.
- Appeal against any terms & conditions shall, however, lie with the CentreHead, IIFT Kakinada whose decision shall be final.

Annexure-1

Technical Bid

- > Name of the Firm/Vendor:
- Complete Postal Address:

FAX No:/Telephone No: Email & Website:

- Kind of Proprietorship (i.e. Single/Joint):
- If partnership, name and address of partners:
- Are you a member of Good Office Committee (G.O.C)? Yes/No. If Yes, attach a copy of the Membership Certificate
- Are you a Member of Federation of Publishers' and Book sellers' Association of India (FPBAI)? Yes/No.

If Yes, attach copy of the valid Membership

- Year of starting of the Firm with Registration Number/date: (Attach attested copies). At least 05 years existence is required.
- > PAN & TAN No.:
- SSTN Registration No. (Attach: copy of GST Certificate)
- Whether the EMD in original submitted:Yes/No
- Are you a MSME bidder? Yes/No.

If Yes, attach a copy of the MSME Certificate

- > Documents related to Eligibility conditions mentioned in Section II
- All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or correction is permitted in the financial bid Form.
- Attested copies of the relevant documents/certificates are to be enclosed to support the entries made in the Technical Bid. Entries/Claims made without supporting documents will not be considered for evaluation.
- Self-attested copy of Tender document along with relevant Annexures duly filled

Please enclose recent passport photograph (s) of the authorized representative (s) of bidder

DECLARATIONS

(i) I/We (names of partners/Proprietors or Shareholders) do hereby declare that the entries made in this application form are true to the best of our knowledge and believe, that we shall be bound by the acts of duly constituted attorney.

(ii) I/We also hereby declare that all matters related to IIFT shall be treated as Confidential and no information shall be passed on to any unauthorized person without written permission of the Competent Authority.

(iii) Mr Whose Signature are given below, is an

authorized representative of this firm.

(iv) I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.

Date:

Authorized Signatory

& Seal of the Firm

Annexure-2 Indian Institute of Foreign Trade Kakinada

Financial Bid

Empanelment of Firms/ Vendors/ Suppliers for Supply of Books to IIFT, Kakinada

Application Form

S. No.	Description of Books	Publication Type & Discount Offered			
		Indian Publica Reprints o Publications		Foreign Boo having price Currencies	
		1-10 Copies	11 above	1-10 Copies	11 above
1.	Text Books				
2.	General (User's Reference) Books				
3.	Reference Books (Handbooks, Year book, Encyclopedia, Map, Chart, Dictionary and the like)				
4.	Books Published by Govt./ NGO/ Non- profit organizations / Low Discounted Books etc.				
5.	Institutional/GOI publications				

I/We hereby declare that I/We shall abide by the terms and conditions and rules & regulations of IIFT as laid down in the said tender document and quote rates accordingly.

Date:

Authorized Signatory & Seal of the Firm

MANDATE FORM FOR ELECTRONIC FUNDTRANSFER/RTGS TRANSFER

Date:

The Accounts Officer, Indian Institute of Foreign Trade, Kakinada Andhra Pradesh, 533003.

Sub: Authorization for release of payment / dues from Indian Institute of Foreign Trade through Electronic Fund Transfer/RTGS Transfer.

- 1. Name of the Vendor/Firm/Company/:
- 2. Address of the Firm:

City	Pin Code	E-Mail ID)
Permanent Account Number	Mob No:		
3. Particulars of Bank			
Bank Name:	Branch Name:	Branch Place:	PIN Code
	Branch City:		
	Branch Code:		
Digit number appearing on the MI copy of a cheque of your bank for	ensuring accuracy of the bank na	ame ,branch name and code	
IFS Code:(11 digit alphanumeric o	code):		
Account Type:			

Account Number:_____

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Indian Institute of Foreign Trade responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:_____ Date:_____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:_____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it please TICK wherever is applicable.

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 Ihave 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 ____/2022 Authorized signatory (Name of the Firm entity)

NEAR RELATIONSHIP CERTIFICATE

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

Date: Signature of bidder

Place: Name of bidder

Along with date & Seal

For the Performance Bank Guarantee

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

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (here after referred to as "IIFT") has issued an APO no/2024 awarding the work of "Providing......Services at IIFT Kakinada" to M/s....., R/o(hereafter referred to as "Bidder") and IIFT has asked him to submit a PerformanceGuarantee in favor of Vice Chancellor, IIFT of Rs...../- (hereafter referred to as"P.G. Amount") valid up to/2024(hereafter referred to as "Validity Date"). Now at therequest of the Bidder, WeBank 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 payto 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 anyofthe terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any

other matter or thing whatsoever which under the law relating to sureties would but for this Provision has the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained

(a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Indian Institute of Foreign Trade, Kakinada" and payable at "Kakinada".

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 :

(Signature of the Bank Officer)(Rubber stamp of the bank)

Fax numbers	
	Numbers
Complete Postal address of Bank:	
Designation:	
Name of the Bank officer:	
Authorized Power of Attorney Number:	

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

Certificate for Tenders

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

Certificate for Tenders for Works involving possibility of sub-contracting

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

Date: Signature of bidder

Place: Name of bidder Along with date & Seal

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

Τo,

The Accounts Officer, Indian Institute of Foreign Trade, Kakinada Andhra Pradesh, 533003.

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

For_____-

Authorized Signatory

Date:

UNDERTAKING & DECLARATION

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

Certified that:

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

The bidder hereby covenants and declares that:

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

Date: Place : Signature of bidder Name of bidder

Along with date & Seal