



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर

DELHI CAMPUS

EOI FOR EMPANELMENT OF HOTELS FOR TRAINING PROGRAMMES OF IIFT

EXPRESSION OF INTEREST (EOI)

निविदा संदभ संख्या / TENDER REF. NO.:

EOI/IIFT/PROG/HOTELS/2023-24/1

दिनांक / DATED : 19/09/2023

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.

About Indian Institute of Foreign Trade

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. 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.

IIFT Delhi campus comprises of one administrative block, one academic block, three hostels (one hostel at a distance of 500 meters from its main campus) and two guest house located at Vasant Vihar / Vasant Kunj. The Institute offers residential accommodation to around 350 students in three hostel blocks. The plot area, approximate built-up area to be cleaned in various buildings, toilets in each buildings are given in Annexure- 5.

Sealed Expression of Interest (Eoi) in Single Stage Two Envelope method (Part-A: Techno-commercial and Part-B: Financial) are invited on behalf of the VC IIFT for undertaking following works/services for Empanelment of Hotels to IIFT from reputed, luxurious, spacious and with good ambience Hotels located in 5-10 KMS radius from IIFT (comparable to 3 star / 4 star rating), to accommodate the training participants.

BROAD SCOPE OF WORK

Service Description	Estimated Value of the Eol	Bid Security
<i>Eol for Empanelment of Hotels to IIFT Delhi</i>	18,75,000/-	10,000/-

IIFT invites Eol for Empanelment from reputed, luxurious, spacious and with good ambience Hotels (comparable to 3 and/or 4 star rating) equivalent categories of hotels for empanelment & selection of Hotels towards accommodating participants of various Training Programmes.

- i. **Duration:** The training programme will be for the duration of 3 to 5 days. The tentative dates will be informed one month prior to the commencement of the programme.
- ii. **Attendees:** The total approximate participants (Male & Female) would be 30 participants per Training Programme. The details of participants will be advised one week before the commencement of the programme.
- iii. **No of Rooms and days:** The total approximate Number of Rooms (Twin Sharing basis with two persons in a room with two separate beds in every room) in requirement is 25-30 rooms on an average per day for approximately once/twice in a month.
- iv. **Dinner:** The total approximate participants is 30 for a period of 25-30 days. Buffet Dinner will be at the option of the participants during the stay in the Hotel.

PERIOD OF CONTRACT:

The empanelment period is initially for a period of 1 (One) Year . However, the contract shall be extended for a further period of up to 2 (two) more years on a yearly basis if the services provided by the Agency is found to be satisfactory, on the same terms and conditions and at the sole discretion of the Institute.

Requirement for Hotel Accommodation / Booking of Rooms:

The Hotel shall be required to adhere to the following requirements for the accommodation for the participants training programmes:

- a) Accommodation on Twin Sharing basis (two persons in a room with two separate beds in every room) in well-appointed standard accommodation with amenities inclusive of facilities like air conditioning, TV with pan India cable connection, 24-hour hot water facility and power supply, cleaned pressed bed sheet, bath towel, hand towel, 2 soaps, Two (02) Mineral water bottles (one Litre each), daily in each rooms, each day to each occupant/s.
- b) The room size should be minimum 250 sq ft excluding attached bath/toilet.
- c) The check-in time should be 12.00 noon.. Billing would be on 24 hrs basis. However, if the additional stay is less than 12 hrs, only half day charges will be billed.
- d) Complimentary serving of Bed Tea and Tea/Coffee maker in each room.
- e) Complimentary Buffet Breakfast.
- f) Buffet Dinner with a good spread of itemized menu (Veg. and one Non-Veg.)
- g) Complimentary Wi-Fi facility in every room.
- h) The number of rooms may decrease / increase at the time of arrival of the guests/participants. In such cases, billing will be on actual basis.
- i) IIFT will pay only for the accommodation for the guests/participants. Any personal expense would be borne by the individuals only and to be collected by the Hotel.
- j) There must be no hidden charges, IIFT will pay only the charges for items included in the bid Document. A nodal officer from the hotel must be deputed for coordination purpose at all times for all purposes.
- k) In case of unsatisfactory feedback and other administrative reasons, if the period of stay at the hotel is terminated before completion of the program, payment will be released to the hotel on pro-rata basis for the actual period of stay of the participants.

Eligibility Conditions for Bidders

The tendering Agency must fulfil the conditions mentioned in the succeeding paras in order to be eligible for technical evaluation of the bid:

- a) The bidder should have at least 20 rooms on twin sharing basis (two persons in a room with two separate beds) for the participants and The room size should be at least 250 sq ft excluding attached bath/toilet.
- b) The offered property of the bidder should have an adequate parking facility for a bus for the participants alight and embark in front of the property. Self Declaration needs to be submitted along with Technical Bid for the points mentioned in a & b.
- c) The Bidder(s) should be either:
 - i A company registered under Indian Companies Act, 1956/2013
(OR)
 - ii A partnership firm registered under Indian Partnership Act, 1932. LLP (Limited Liability Partnership)

(OR)

- iii A Proprietorship firm duly registered either under the suitable act or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder)
- d) The Bidder(s) should have Trade License for hotel from concerned Municipal Corporation/appropriate authority.
- e) The bidder should have a valid PAN.
- f) 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).

OR

The bidder has to register himself / herself / itself within one month of award of work with the appropriate GST Authorities.

- g) The Bidder(s) should have Health License from concerned Authorities.
- h) The Bidder(s) should have Food License from FSSAI/appropriate authority.
- i) The Bidder(s) should have Fire Safety License from Fire Department/appropriate authority.
- j) The average annual turnover of the bidder(s) should be atleast Rs. 10 Lakhs (Rupees Ten Lakhs Only) in the last 5 financial years ended as on 31st March 2023 (2018-19 to 2022- 23). The year in which no turnover is shown would also be considered for working out the average. Copies of duly audited statement of accounts (Balance Sheet with Profit & Loss accounts) are to be submitted for the last five (5) years as above. If audited financial statement are not available, unaudited financials are to be authorized by CEO or CFO should be submitted with the Technical Bid.
- k) Bidders should be regular in filing Income-Tax returns. A copy of the Income tax returns filed for the last five financial years (2018-19 to 2022-23) should be submitted with the Technical Bid. In case the income tax return is yet to be filled for the financial year 2022-23, the copy of the audited or unaudited financial statement authenticated by the CEO or CFO shall be submitted.

l) Certificate of Financial Turnover and Profit

At the time of submission of EoI, the bidder shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Profit of last 05 years or for the period as specified in the EoI document. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 05 years or for the period as specified in the EoI document shall be uploaded.

- m) The bidders should not be blacklisted by any department of the Government of India and Private organization in the past. There should not be any criminal case registered against the bidding firm or its owners/partners anywhere in India. An undertaking to this effect and should give self-declaration certificate for acceptance of all terms & conditions of EoI documents. A duly completed

certificate to this effect is to be submitted as per the **Annexure-I** in the Company letterhead duly signed by the owner / partner or both to be enclosed.

- n) The bidder or its parent firm should be in business of providing similar services for **at least five years** on last date of receipt of EoI.
- o) The building proposed to be offered should be within a distance of 5-10 kms. from IIFT New Delhi Campus, have occupancy certificate from local municipal authorities.
- p) If an intending bidder wishes to submit more than one bid (separate property in each bid) the bidder is permitted to do so provided the bidders submit separate bid security/EMD in each bid

4 Bid Security / EMD: _____

The bidder shall furnish the bid security / EMD Rs.10,000/- through a DD in favour of "Indian Institute of Foreign Trade, New Delhi" or through NEFT/RTGS in favour of "Indian Institute of Foreign Trade. (Bids without EMD will be summarily rejected)

The bidder shall furnish the bid security / EMD through NEFT/RTGS in favour of "Indian Institute of Foreign Trade as per details given below.

Details for NEFT/RTGS are as under:

Beneficiary Name: 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

3.2 Financial bid shall contain Price Schedule.

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

Certificates in the name of other Companies:

- a) **Certificates of Subsidiary:** Any company/firm while submitting EoI 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.

- 4. The bidder has to register himself / herself / itself within one month of award of work with the appropriate authorities under **Employees Provident Fund and Employees State Insurance Acts, if not already registered.**

Instructions to Bidders

Eol Documents are to be downloaded from the Institute's website <https://www.iift.ac.in> and www.eprocure.gov.in from 19/09/2023 to 09/10/2023

1 Bid Security / EMD:

The bidder has to submit a declaration towards earnest money deposit vide section 6(c)

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 Eoled item / service.

2. **Eol Validity Period** : 90 days from the Eol opening date.

3. **Pre-bid meeting and Submission of Eol:**

a) Pre-bid meeting: A Pre-bid meeting shall be held on 04/10/2023 at 3:00 PM for any clarifications / suggestions etc.

b) The Eol should be submitted as detailed below:-

Envelope-1 : Comprising of EMD or declaration in lieu of EMD and Eol document with all relevant papers duly signed. The envelope should be super scribed as "**Eol for Empanelment of Hotels to IIFT Delhi**"

Envelope -2 : Comprising of Price Bid. The envelope should be super scribed as **Price Bid for Eol for Empanelment of Hotels to IIFT Delhi**

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as "**Eol for Empanelment of Hotels to IIFT Delhi**" should be submitted to the Assistant Registrar (E&M)), Indian Institute of Foreign Trade (IIFT). This big size envelope 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.

4 **Date & Time of Submission of Eol: 09/10/2023 15:00 hrs.**

5 **Date & Time of Opening of Eol**

a. Technical Bid: 09/10/2023 15:30 hrs.

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

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

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

8 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.

9 The bidder shall furnish a declaration in his letter head 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.

a. 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.

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

- 11** IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.
- 12** If a bidder quotes NIL charges / consideration, the bid shall be considered as unresponsive and will not be considered.

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.

Assistant Registrar
Email ID:arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

Opening of Price Bid and Award of Empanelment

The price bids of all the technically eligible bidders will be opened. The date and time for opening of the Price Bid will be informed later through EMAIL.

- a. **AWARD OF EMPANELMENT:** The final selection of vendor will be as per the following selection process:
 - Bidder who has quoted the lowest rate shall be declared as L1 vendor and others will be declared as L2, L3 etc based on the ascending order of the rates quoted by them.
 - If the rooms offered by L1 is not adequate, then the L2 vendor will be offered the balance rooms upto the number of rooms offered by him. In this process, successive vendors will be approached till the full requirement of the rooms is met.
 - Site visit will also be done from IIFT before finalization of Vendor
- b. IIFT reserves the right to negotiate the quoted price, with the successful Agency / Hotel to arrive at the fair and reasonable price.
- c. The Successful bidder/s should accept the offer within 10 days from the date of receipt of "Award Letter", failing which the offer will be cancelled.
- d. In case the successful bidder backing out before actual award or execution of agreement or declines the offer of empanelment, for whatsoever reason(s), IIFT will have right to forfeit the EMD.
- e. It is clearly understood by the parties that no financial liability of any type is created by issuance of work order. The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and the performance of the agency / hotel.
- f. Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- g. The decision of Competent Authority, IIFT will be final in all matters relating to this EoI.

The Institute reserves the right to accept or reject all the offers including the lowest without assigning any reason.

13 Date & Time of Submission of Eol: 09/10/2023 15:00 hrs.

14 Date & Time of Opening of Eol

- a. Technical Bid: 09/10/2023 at 15:30 hrs.
- b. Financial Bid: The date& time will be intimated later on to the responsive bidders only.

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

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

17 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.

18 The bidder shall furnish a declaration in his letter head 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.

- a. 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.

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

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

21 If a bidder quotes NIL charges / consideration, the bid shall be considered as unresponsive and will not be considered.

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.

Assistant Registrar
Email ID:arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

Annexure -I
PROFILE OF THE BIDDER

Expression of Interest submitted in response to enquiry notification issued by the Indian Institute of Foreign Trade for Empanelment of Hotel

Sr. No.	Particulars	Description in details
1	Name of the Hotel	
2	Complete Contact details of Authorized Person of Hotel, including name, address, telephone, mobile number, Email id, website (if any)	
3	Hotel Situated and distance from IIFT	
4	Complete Postal Address, website with Tel. No., Fax/Email	
5	Year of Registration / Establishment of Hotel) Please enclose self- attested copy of required documents- in case of Proprietor – Registration with Shop & Establishment Authorities or equivalent authorities, in case of Partnership – Partnership Deed, In case of company – Certificate of Registration and Memorandum of Association or any other document required for registration of hotel.	
6	PAN NO(Enclose copy)_____	
7	GST/Service Tax Registration No. (enclose copy)	
8	Details of Health/Food License No. (enclose copy)	
9	Earnest Money Deposit (EMD)	
10	(a)Details of any other license required to run the hotel (please specify) Name of License Name of License (enclose copy) (b)Details of Star Rating from Govt authorised agency and its validity. Please attach self attested copy of certificate in support.	

11	<p>Preferably, the star rated bidders should have following amenities and services. Please specify availability of these amenities and facilities by writing Yes/No against it.</p>	<p>a) Tea/Coffee Maker with Accompaniments Yes / No</p> <p>b) Mineral Water facility (daily two bottles of at least 200 ml) Yes / No</p> <p>c) Standard Toiletries</p> <p>(i) Soap Yes / No</p> <p>(ii) Tooth Paste Yes / No</p> <p>(iii) Tooth Brush Yes / No</p> <p>(iv) Comb Yes / No</p> <p>(v) Bath Towel Yes / No</p> <p>(vi) Hand Towel Yes / No</p> <p>(vii) Toilet Roll Yes / No</p> <p>(viii) Shampoo Yes / No</p> <p>(ix) Sewing Kit Yes / No</p> <p>(x) Shower Cap Yes / No</p> <p>(xi) Shower Gel Yes / No</p> <p>(xii) Shaving Kit Yes / No</p> <p>(xiii) Moisturizer Yes / No</p> <p>(xiv) Any other please specify _____</p> <p>e) Press Iron & Stand Yes / No</p> <p>f) Daily Housekeeping of room Yes / No</p> <p>g) 24 Hrs Room Service Yes / No</p> <p>h) 24 Hrs Hot and Cold Service Yes / No</p> <p>j) 24 Hrs power backup for all amenities Yes / No</p> <p>k) Restaurant/Dining facility Yes / No</p> <p>l) In Home Laundry facility Yes / No</p> <p>m) Unlimited Wi-fi/Internet Service Yes / No</p> <p>n) Doctor on emergency Yes / No</p> <p>o) Parking facility Yes / No</p> <p>p) TV with cable connection Yes / No</p> <p>q) Refrigerator Yes / No</p> <p>r) Distance from IIFT Campus _____</p> <p>s) Availability of Gym _____</p> <p>t) Any other advantageous facility (Please specify and attach separate sheet if required). _____ _____</p>
12	Enclosure brochure of your hotel (if any).	

Date:

Signature & Seal of the Applicant

Annexure-II

**UNDERTAKING
(PREFERBELY ON LETTER-HEAD OF THE HOTEL)**

To

**Assistant Registrar (E&M.)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutab Institutional Area
New Delhi 110016**

Name of the Bidder _____ Name of the Hotel _____
Due date: _____

Sir,

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions of the EoI.
2. I/We shall provide quality hotel accommodation to the Institute with amenities as mentioned in our technical bid.

(Signature of the Bidder)
Name and Address of the Bidder

Telephone Number

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of *Eol for Empanelment of Hotels to 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 purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 20 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 DEPLOYMENT OF WORKER:

The contractor should deploy well-qualified and experienced worker having requisite qualification as per for which necessary certifications are to be produced. Breach of this condition shall be a breach of the contract. In case of change of worker, the new incumbent should possess the required qualifications.

4.0 LABOUR REGULATIONS:

- (a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work; else he will not depute more than 19 persons at a time on any day. A copy of labour license has to be submitted by him to IIFT. He shall continue to have a valid license until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act, 1961, EPF & Misc. Provisions Act 1952 and ESI Act 1948 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him.
- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (d) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his / their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss / damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

5.0 SAFETY REGULATIONS:

- (a) During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- (b) The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or Institute and shall post such lookout men as in the opinion of the officer in charge are required.

6.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:

- (a) The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of IIFT.
- (b) The IIFT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- (c) The contractor shall indemnify and hold harmless the IIFT in respect of any claim arising out of the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 6(b) above, including their heirs and assigns, or by third parties.
- (d) For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of IIFT and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- (e) Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the IIFT, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

7.0 SCHEDULE OF SUBMISSION OF BILLS:

The contractor shall submit single bill for the contract for the actual work done on monthly basis and the bills will be paid within 6 weeks thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

8.0 PAYMENTS :

- 9.1** Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer).
- 9.2** Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor 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 NEFT 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.

- 9.3** Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of IIFT.
- 9.4** The contractor will also have to submit employee-wise proof of ESI & EPF contribution, of the previous month, as issued by appropriate authority, along with monthly bill. In case bills are not submitted with the above documents, IIFT will not be responsible for delay in payment.
- 9.5** If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed. This is without prejudice to the penalty to be imposed for contractual defaults.

9.0 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 contractor and damages will be charged to the extent of loss.

10.0 PRICES:

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.

11.0 SUBCONTRACTS:

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

12.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- (a) 05 days shall be allowed for taking over possession of work and deployment of staff from date of submission of Performance Guarantee.
- (b) Start of services and performance of the services shall be made by the bidder in accordance with (a) above or the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close / cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.

13.0 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 14(b)** below.
- (b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of **Rs.1,000/-** per day for the delayed period.

14.0 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.
- 15.1** 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.

15.0 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 with the concurrence of the purchaser elect to retain.

16.0 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 six months or till an alternative arrangement is made whichever is earlier. Extension beyond six months on the same rates, terms and conditions will be mutually agreed upon.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

Assistant Registrar
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the EoI document, these instructions will supersede all those instructions)

- 1.0** The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- 2.0** Efficiency, hygiene, promptness, quality service, good behavior and politeness of the agency and his staff are the essence of the contract. The agency shall ensure that this essence of the contract is always maintained to the entire satisfaction of IIFT Administration.
- 3.0** If at any time the IIFT Management decides to dispense away with any part of the work, the same shall be communicated at least 30days in advance and the vendor shall comply with same and pro-rata charges shall be deducted by IIFT Management.
- 4.0** The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of Vice Chancellor, IIFT or his successor in all such events shall be final and binding.
- 5.0** Proprietor / Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 15 days of signing the agreement.
- 6.0** Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time
- 7.0** The vendor has to abide by all the statutory laws regarding worker (manpower) welfare.
- 8.0** The vendor has to abide by all the statutory laws/order related to Covid -19 issued by DDMA or Home Ministry / Health Ministry. Nothing extra shall be paid on this account.
- 9.0** The selected party shall execute an agreement with IIFT containing detailed terms & conditions. The cost of registration of agreement, if any, shall be borne by the institute.

Assistant Registrar
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION- C

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 FOREIGNTRADE** in respect of "Eol for Emapnelment of Hotels for Training programmes of IIFT vide noDated for a period Of 12 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 Award Letter NO. ____ EoI EOI/IIFT/PROG/HOTELS/2023-24/1 dated 19/09/2023 forms the integral part of this agreement.**

ANNEXURE – III: SUBMISSION OF EOI DOCUMENT

To

Assistant Registrar (E&M).
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutab Institutional Area
New Delhi 110016

Subject: “Eol For Empanelment of Hotels

Reference: Eol Notice published in IIFT website. - **Eol No:**
EOI/IIFT/PROG/HOTELS/2023-24/1

Dear Sir,

With reference to the Eol notice published in above mentioned website, I / We hereby submit my/ our Eol in a required format. I / We have carefully gone through the terms and conditions and prescribed given and I / We accept the same without any alterations / modifications.

It is certified that I, _____ (name of the person) S/o

Shri _____

_____ r/o

a) I am authorized to sign this document on behalf of M/s.

(the name of the firm / company which is bidding in this Eol) and that our firm / company have never been blacklisted by any of the Government Organization / Agencies in the past and there is no criminal case registered against our firm / company or its owner / partners anywhere in India.

b) I hereby certify that none of my relative (s) as defined in the Eol document is / are employed in IIFT Delhi s as per details given in Eol document. In case at any stage, it is found that

the information given by me is false / incorrect, IIFT Delhi shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

c) I further declare that:

1. All the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false/ incorrect or that our Agency does not satisfy the eligibility criteria, our candidature/empanelment is liable to be cancelled/ terminated.
2. I understand that the decision taken by the IIFT Delhi is final and binding in all matters.
3. I hereby agree to work as per the terms and conditions stipulated by IIFT Delhi
4. I understand that the IIFT Delhi reserves the right to accept or reject and to cancel the EoI and reject all bids at any time prior to the award of the contract, without detailing any specified reasons whatsoever

Place: _____

Signature_____

Name _____

Date: _____

Designation: _____

Seal of agency / Firm / Company

ANNEXURE – IV: LETTER OF AUTHORISATION

LETTER OF AUTHORISATION FOR ATTENDING PRE-BID/PRICE BID OPENING MEETING (in bidder's letterhead)

To

Assistant Registrar (E&M).)
Indian Institute of Foreign Trade (IIFT)
IIFT Bhawan
B-21, Qutab Institutional Area
New Delhi 110016

Subject: Authorization for attending Pre Bid/Price Bid Opening Meeting on 04/10/2023 at 3:00 PM in the “**EoI For Empanelment of Hotels**”

Following persons are hereby authorized to attend the Pre Bid for the EoI mentioned above on behalf of.(Bidder) in order of preference given below.

Order of preference	Name	Designation	Contact No	Specimen Signatures
I				
II				

Alternate Representative

Signatures of Bidder

or

Officer authorized to
sign the bid Documents
on behalf of the Bidder.

Notes:

1. Maximum of **two representatives** will be permitted to attend Pre Bid Meeting / bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

Annexure V

Name of Work: Emapnelment of Hotels for Training Programmes of IIFT

PRICE SCHEDULE

<u>Particulars</u>	<u>Category of Star Rating by HRACC</u>	<u>Rates per day (for double occupancy) (Rs.)</u>	<u>Total Amount (inclusive of GST)</u>
Room Tariff	3 star		
	4 star		
	5 star		

- The room tariff should include the complimentary Breakfast & one major meal preferably Dinner.
- **IIFT reserves the right to cancel the bookings before 48 hours of the previous booking/schedule bookings**
- The quoted price are firm during period of contract. No increase in prices is permitted.
- **The tariffs in the above table should be inclusive of GST as applicable.**
- No other charges will be payable.

Date:

Place:

Signature
Authorized Signatory of the Bid
Bidder
(With name and Stamp)