

# भारतीय विदेश व्यापार संस्थान INDIAN INSTITUTE OF FOREIGN TRADE

# दिल्ली परिसर DELHI CAMPUS

# PROVIDING HOSTEL ACCOMMODATION FOR POST GRADUATE STUDENTS & OFFICERS OF HFT DELHI

निविदा पत्र TENDER DOCUMENT

अनुबंध की शर्त CONDITION OF CONTRACT

# निविदा संदर्भ संख्या / TENDER REF. NO.:

IIFT(D)/E&M/1/(7)/2020-21

दिनांक / DATED:- 29/01/2021

# INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Department of Commerce, Govt. of India) IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016.

निविदा संख्या/Tender No.: IIFT (D)/E&M/1/(7)/2020-21दिनांक / DATED:-29/01/2021

# Sub.:- Providing Hostel Accommodation for Post Graduate Students & Officers of IIFT Delhi.

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#### SECTION - 1

## **NOTICE INVITING TENDER (NIT)**

#### INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Department of Commerce, Govt. of India)

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

**1.0** E-tenders 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:

SI. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Providing Hostel Accommodation for Post Graduate Students & Officers of IIFT Delhi	Rs. 87,37,300/-	Rs. 1,74,746/-

- 2.0 Time Period:-11 Months
- 3.0 Purchase of Tender Document:-The tender document shall be available for downloading from the website <a href="https://www.eprocure.gov.infrom">www.eprocure.gov.infrom</a> 29.01.2021 to 06.02.2021 (14:30 Hrs)
- 4.0 Eligibility Criteria:
  - a) The bidder or its parent firm should be in business of providing similar services for at least three years as on last date of receipt of tender.
  - b) The building proposed to be offered should have occupancy certificate from local municipal authorities or a declaration that building does not require occupancy certificate from local municipal authorities.
  - c) The accommodation offered should not be in more than two buildings. Each building should have independent facility as listed in scope of work.
  - d) The bidder should have an Annual average turnover of Rs.69.90 lacs for last three year i.e. FY 17-18, FY 18-19. FY 19-20.
  - 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).

- 4.1 The Annual turnover certificate should be on letter head of Chartered Accountant. In case Account for FY 19-20 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 tender bid. All documents submitted will also be self-attested by the bidder.
- 4.2 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.

- 4.3 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.
- 5 Bid Security / EMD: 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

The Bidders will be required to upload scanned copies of transaction of payment including e-receipt ( clearly indicating UTR No. and tender reference which must be entered in remarks at the time of online transaction of payment) to be uploaded in online bid submission.

NOTE: Bidders to note that the payment EMD/Bid security shall be made from bidders Account only.

- **5.1** The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.
- Submission of Tender bids:- The tender should be submitted as detailed below:The intended tenderer may submit the tenders online at http://eprocure.gov.in/eprocure/app in twoenvelope system (i.e. Part-1: Technical Bid and Part II: Financial Bid) in the prescribed Performa.
  Tenders are to be submitted only online through e-Procurement portal. All the documents in support of
  eligibility criteria, proof of payment of EMD etc .are to be scanned and uploaded along-with the Tender
  Documents. Tenders sent by any other mode will not be accepted. No tender documents will be
  accepted after the expiry of stipulated date and time under any circumstances what so ever.
- 7 Date & Time of Submission of Tender bids: -06/02/2021 at 14:30 Hrs.
- 8 Opening of Tender bids:
- 8.1 Since tender has been invited through e-tendering process, the tender shall be opened through 'Public Online Tender Opening Event (POTOE)'. IIFT Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (POTOE) from the comfort of their offices.
- 8.2 In addition authorized representatives of bidders can attend the POTOE at "R. N. 523, Admn. Block, IIFT", where IIFT Tender Opening Officers would be conducting Public online Tender Opening Event (POTOE).
- 9 Date & Time of Opening of Tender Bids:
- **9.1** Technical Bid: -08/02/2021 at 14:30 Hrs.
- **9.2** Financial Bid: The date will be intimated later on to the responsive bidders only.
- 10 Tender bids received after due date & time will not be accepted.
- 11 Incomplete, ambiguous, conditional, bids are liable to be rejected.

- 12 The purchaser reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.
- 13 The bidder shall furnish a declaration in his letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- **13.1** In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 14 The supplier has to indemnify IIFT against loss of input tax credit on account of Black-listing of supplier during tenure of contract.
- 15 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by supplier.
- **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.

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#### SECTION - 2

# **TENDER INFORMATION**

- 1. Type of tender:
  - E-tenders in 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 tender opening date.
- 3 The E- bid is invited in single stage two envelope system.
  - 3.1 Techno-commercial bid, shall contains following documents:
    - Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
      - a) Incorporation of company
      - b) Occupancy certificate
      - c) Turnover Certificate for FY 17-18, FY 18-19, FY 19-20
      - d) Copy of PAN
      - e) 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.
      - f) Proof of payment of Bid security / EMD through NEFT/RTGS
    - ii) Bidder's Profile & Questionnaire duly filled & signed. (Section 8)
    - iii) Near-Relation Certificate duly filled & signed. (Section 6B)
    - iv) Undertaking & declaration duly filled & signed. (Section 6A)
    - v) Documents (self-attested) stated in Clause-10 of Section-4. Viz;
      - a) Valid NSIC / MSME certificate, if any.
      - b) Certificate of incorporation, if any.
      - c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
  - 3.2 **Financial bid** shall contain 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.

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**New Delhi** 

# SECTION -3 (SCOPE OF WORK)

# **About the Institute**

Indian Institute of Foreign Trade (IIFT) is a deemed to be University under administrative & financial control of the Department of Commerce, Government of India. It is a premier Research & Training Institute of the Country. It offers two-year full time residential MBA (International Business) Programme for the benefit of fresh graduates seeking career in the field of international business. It also offers two year full time course for MA (Economics) with Specialization in Trade & Finance.

# **Schedule of Requirement**

- The Institute requires a building for housing Post Graduate Students at present on single occupancy basis (ultimately to be on double occupancy basis depending on Covid 19 Guidelines) & Officers (on single occupancy basis) of IIFT Delhi with attached toilets with geyser facilities for 11 months.
- 2. The size of the room should be adequate for housing beds, study table and chairs, built-in or moveable cubboard as under
  - (a) For PG students: 115 sqft. or above (excluding toilets)
  - (b) For officers on single occupancy basis: 100 sqft. or above (excluding toilets)
- 3. The distance between the institute and the building offered for rent should be within 4 to 6 kms. The accommodation should have well ventilated and airy rooms with habitable condition, hygienic environment, neat and clean.
- 4. The building should have 24x7 water facilities (availability of RO on each floor and water in washrooms). The water charges shall be reimbursed on production of payment of bill, if any.
- 5. The building should have 24x7 electric supply with facility of power back-up / generator. The electricity charges shall be reimbursed on production of payment of bill, if any.
- 6. The building should have all sanitary / water supply / electric fittings.
- 7. The building and entry / exit to the building should have CCTV facilities, adequate no of fire extinguisher.
- 8. Round the clock security guards, housekeeping and maintenance services including civil & electrical repairs.
- 9. Each students / officer's room shall have following furniture / fixtures.

S. N.	Furniture Item	For Double occupancy Room	For Single occupancy Room
1.	Beds (3 ft. x 6 ft. size) with luggage rack / cabinets, mattress & pillow.	2	1
2.	Small size study tables [approx. size of table (3 ft. x 2 ft. x 2.5 ft.)]	2	1
3.	Study chair	2	2
4.	Lockable wardrobes (approx. size 3x6.5 ft.) with 5 cloth hangers.	2	1
4.	Bucket & mug	3	2
5.	Stands for drying clothes.	2	1
6.	Curtains on all windows.	Yes	Yes
7.	Dustbin	2	1

- 10. Furniture quality
  - (i) Bed MS / Wooden frame with luggage rack / cabinets- 12 mm ply.
  - (ii)Table material MDF / Block board / ply.
  - (iii)Wardrobe MS or MDF / Block board.
  - (iii)Chairs Material polypropylene with cushion.
  - (iv) Mattress: Coir foam or equivalent
- 11. Suitable transport facility / bus for carrying students from hostel to IIFT Campus Delhi and back to hostel. The institute is working on 5 days a week basis. The transport facility required in addition to 5 days shall be reimbursed on monthly adjustment basis. **Transport facility is not required for officers**.
- 12. Dining hall with seating arrangements for 35-40 students / officers.
- 13. Providing meals to students / officers as under:
- (a) For students: 4 times meals on all days [breakfast, lunch and evening snacks (at campus), & dinner] as per given menu.
- (b) For officers: The meals are to be provided as per details given below:
  - (i) Breakfast All days
  - (ii) Dinner All days
  - (iii) Lunch Saturdays, Sundays & all holidays.
- 14. The menu of the meals shall be as under:

#### Menu:

The menu for breakfast, lunch, evening tea & snack and dinner is as follows:

**Breakfast**: The contractor would provide following mandatory items in breakfast:

### Everyday:

Item	Quantity
White / Brown Bread	Maximum 6 Pieces
Butter	10 gms.
Jam	10 gms.
Unadulterated Milk	250 ml.
Sprouts	Unlimited
Only Butter if no Jam	15 gms.
Only Jam if no Butter	20 gms.
Tea and Coffee	150 ml.

- Dalia and Oats (Namkeen / Sweet) will be served twice a week in unlimited quantity.
- Corn / Choco Flakes will be served 50 gms. Thrice in a week.
- The contractor will provide 4 items in a week from list-1 and 6 items in a week from list-2 in breakfast in unlimited quantity but no item should repeat more than 2 times in a week.

- The choice of item will be decided by consulting with Mess Committee Members.
  - **List -1**: Aloo Paratha, Veg Sandwich, Besan Chilla, Boiled egg / Omlete, Aloo Puri, Bread Pakoda, Methi Daal Paratha.
  - List -2: Poha, Pasta, Idli Sambhar, Upma, Chola Kulcha, Sevaiyan, Vada Sambhar, Uttapam.

#### **Lunch:**

Monday	Curd / Raita	Unlimited
Tuesday	Rice / Naan	Unlimited
Thursday	Green Salad	Normal
Friday	Roti	Unlimited
Sunday	1 item from list 3	Unlimited
	1 item from list 4	Unlimited
Wednesday	Biryani / Egg Biryani, Mix Raita, Roti, Dal	Unlimited
Saturday	Chole Bhature, Yellow rice, Salad, Kashifal, Pickle	Unlimited

#### Dinner:

Monday	Curd / Raita	Unlimited
Tuesday	Rice	Unlimited
Thursday	Green Salad	Normal
Friday	Roti	Unlimited
Saturday	1 item from list 3	Unlimited
	1 item from list 4	Unlimited
	Sweets (Kheer, Custard, Gulab Jamun, Jalebi/Haluwa)	1 piece or 1 bowl
Wednesday&	In addition to above, one paneer item	125 gms.
Sunday	(kadai paneer / shahi paneer) or non-veg	
	(chicken)	

List- 3: Chhole, Pindi Chhole, Daal Makhni, Rajma, Mushroom, Daal Tadka, Daal Masoor, Dal Chana, Dal Moong Chilka, Palak Kofta, Soyabean Chop, Kadi.

**List - 4**: Palak Kofta, Loki Kofta, Dum Aloo, Aloo Bhurji Fry, Aloo Gobhi, Loki Kofta, Dum Aloo, Aloo Bhurji Fry, Rajma, Mushroom, Aloo Gobhi Mix Veg (without paneer) seasonal veg.

- Papad / Gud should be provided twice in a week.
- The list of items will be decided by the Mess Committee Members.

### **Evening Tea with light snacks:**

Tea (150 ml) with light snacks like Fried Idly / Mix Pakoda / Kachori Aalu / Samosa / Poha / Tikki / Sandwich with chutney / Sauce.

### Note on the Menu:

- Variety and culture must be ensured in meal.
- 2. No dal must be served more than twice during a week.
- 3. Same vegetable must not be served more than twice during a week.
- 4. The content of potato must not be more than 25% except when potato vegetable is identified in
- 5. The detailed daily meal-menu specifying the daals and vegetables to be served will be identified in

the beginning of each month by the students Mess Committee in consultation with the contractor. It will be mandatory for the contractor to serve this menu. In case of any difficulty in the same, Mess Committee must be informed well in time.

- 6. The contractor will be required to provide Khichari or any other suitable item including boiled vegetables etc. for <u>sick resident(s)</u> in lieu of the regular meal.
- 7. For residents Observing fasts the contractor will provide the substitute items (meal) in lieu of the regular meal after a minimum number of 15 residents ask for the substitute meal.
- 8. Certain branded items like cold drinks, biscuits, chocolates, chips etc. may be stocked by the contractor and sold to the residents at the normal market price on payment by cash or coupon during breakfast, lunch, tea time and dinner.

**Quality of ingredients and other items: The** ingredients used must be of reputed brand and high quality, some of which have been listed below:

- i) Butter and Paneer will be Amul / Mother Dairy brand.
- ii) Jam will be Kissan / Nafed / Tops / Safal brand.
- iii) Oil will be of Dhara / Sundrop / Dalda / Saffola / Fortune.
- iv) Rice will be good Basmati (choice of brands to be pre-approved by the Competent Authority / Hostel Mess committee).
- v) Wheat flour Ashirvaad Pilsbury, Nature Fresh or as approved by the Warden / Hostel Mess committee.
- vi) Coffee will be of Tata / Nescafe / Rich Bru brand.
- vii) Tea must be of Brook Bond, Lipton, Tata brand or as decided in consultation with Hostel Mess Committee.
- viii) Milk must be daily supply toned milk (48-72 hrs. validity) of Mother Dairy / DMS / Amul brand or any other but at least with 2.5% fat and 8% SNF.
- ix) Ketchup and pickles will be of Kissan / Maggi / Tops / Nafed / MTR / Patanjali brand.
- x) Salt will be iodized branded (Tata, Annapurna) and masalas will be of either MDH or ITC or Catch or Patanjali any other approved brand.
- xi) Flakes will be of Kellog's / Mohan's / Haldiram brand.
- xii) Bread Harvest / Britannia.
- xiii) Daal & Besan Rajdhani
- xiv) Brand of any other item required or any of the above items, in case of non-availability, brands will be mutually decided by the Hostel Mess committee and the contractor.

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# SECTION - 4 (A)

# **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 tender and submits its bid.
- (c) "The Supplier" or "The Vendor" or The Contractor means the individual or firm supplying the goods / services under the contract.
- (d) "The Goods / Services" means all the equipment, machinery, and / or other materials / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "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.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

#### 2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to Clause 4 of Section – 1 i.e. NIT.

#### 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 the covering letter.
- 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 FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- **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.inl 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, indicating the goods / services to be supplied, brief description of the goods / services, their quantity and prices as per Section- 9.

### 9.0 BID PRICES:

- 9.1 The bidder shall give the total composite price/ rate excluding Goods and Service Tax which shall be paid extra. The basic unit price and all other components of the price need to be individually indicated in each column for the services under the contract as per the price schedule given in Section-9 Part-B.
- **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 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).
  - (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 (NIT).
- **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 tender.
- 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 tender 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 advance purchase order 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 APO 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 Tender 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. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

#### **14.0 FORMAT AND SIGNING OF BID:**

- 14.1 The bidder shall submit its bid online complying all eligibility conditions, other terms and conditions of tender 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.

#### 14.3 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.

### **15.0** Date & Time of Submission of Tender bids: - 06/02/2021 at 14:30 Hrs

#### 16.0 SUBMISSION OF BIDS:

- **16.1** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-6 of Section-I i.e. NIT.
- 16.2 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.
- 17.0 LATE BIDS: No bids shall be accepted online by e-portal after the specified deadline for submission of bids prescribed by the purchaser.

#### **18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- **18.1** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

#### 19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 Since tender has been invited through e-tendering process, the tender shall be opened through 'Public Online Tender Opening Event (POTOE)'. IIFT Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (POTOE) from the comfort of their offices.
- 19.2 In addition authorized representatives of bidders can attend the POTOE at "R. N. 523, Admn. Block, IIFT", where IIFT Tender Opening Officers would be conducting Public online Tender Opening Event (POTOE).
- **19.3** A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4 The following information should be read out at the time of bid opening:-
  - (a) Name of the Bidder
  - (b) Name of the item/services
  - (c) EMD amount & validity and acceptability
  - (d) Information in respect of eligibility of the bidder
  - (e) Details of bid modification/ withdrawal, if applicable
  - (f) Name of the item
  - (g) Quantities/prices quoted in the bid
  - (h) Discount, if offered
  - (i) Taxes & levies
- 19.5 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.

#### 20 CLARIFICATION OF BIDS

- 20.1 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.
- 20.2 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.

#### 20 PRELIMINARY EVALUATION:

- 20.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 20.4 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 without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 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.
- 20.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

### 21 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 21.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-21.
- 21.2 The evaluation and comparison of responsive bids shall be based on quality & cost based selection (QCBS). The final score shall be arrived by adding technical & financial score with respective weightages (50% for technical &50% for financial). The bidder obtaining the highest combined weighted technical and financial score may be considered for acceptance. The procedure for technical & financial evaluation is as under:
  - (a) **Technical evaluations:** The firms fulfilling eligibility criteria only shall be considered for technical evaluations. The technical evaluation shall be based on following parameters:
    - (i) Average Annual turn-over 25 marks
    - (ii) Distance of hostel from the institute 25 marks.
    - (iii) General ambience and quality of infrastructure (20marks), facilities &services (20 marks) as well as centralized / decentralized availability of infrastructure (10 marks)of the proposed building to be evaluated by IIFT Team – 50 marks
  - **(b)Financial evaluations**: The financial bids of only those bidders shall be considered who secure 70% and above marks in technical evaluation. The maximum financial score of 100 will be given to lowest bidder and other eligible bids given financial scores that are inversely proportional to their prices with respect to the lowest offer.

**Note:** The guidelines for evaluation of technical & financial bids are given in annexure A at the end of the section.

### 22 CONTACTING THE PURCHASER:

- 22.1 Subject to Clause-20, 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.
- 22.2 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.

#### 23 PLACEMENT OF ORDER:

- 23.1 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.
- 23.2 The ordering price of bid shall not exceed the lowest evaluated package price.
- 23.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

# 24 PURCHASER'S RIGHT TO VARY QUANTITIES:

Purchaser reserves the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

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

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

#### 26 ISSUE OF ADVANCE PURCHASE ORDER:

- 26.1 The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 26.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

#### 27 SIGNING OF CONTRACT:

- 27.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.
- 27.2 Upon furnishing of performance guarantee by successful bidder (pursuant to Clause-27) and signing of contract, the purchaser shall discharge the bid security in pursuant to Clause-12.

### 28 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 bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

#### 29 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.

#### **30 REJECTION OF BIDS:**

- 30.1 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): Prices are not filled in as prescribed in price schedule.
  - (d) Section-4 Clause 9.3 on discount which is reproduced below:-

- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 30.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(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 tender process with full justification quoting specifically the violation of tender condition if any.
- 30.3 Bid opening team will not return the bids submitted by the bidders on the date of tender 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.
- 30.4 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 tender 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 tender 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 tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 30.5 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.

#### 31 NEAR-RELATIONSHIP CERTIFICATE:

- 31.1 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 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.
- 31.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 31.3 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).
- 31.4 The format of the certificate is given in Section 6 (B).

#### 32 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

32.1 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.

- 32.2 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.
- 33 The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.

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#### Annexure A

Guidelines for evaluation of technical & financial bid:

- (A) Technical Evaluation: The firms fulfilling eligibility criteria only shall be considered for technical evaluation as below:
- (i) Average Annual Turnover

SI. No.	Eligibility Status	Maximum Marks (25)
(a)	Having Average Annual Turnover of Rs. 69.90 lacs	60%
(b)	Having Average Annual Turnover of Rs. 104.85 lacs	80%
(c)	Having Average Annual Turnover of Rs. 139.80 lacs	100%

#### Notes:

(i) The pro-rate percentage shall be considered for assessing marks when works experience eligibility status falls in between the above said criteria.

(ii) Distance of hostel from the Institute: Maximum marks - 25

(a) Up-to 4 km.: 100% (b) Up-to 5 kms.: 80% (c) Up-to 6 kms.: 60%

- (iii) General ambience and quality of infrastructure (20 marks), facilities & services (20 marks) as well as centralized / decentralized availability of infrastructure (10 marks) of the proposed building to be evaluated by IIFT Team 50 marks.
  - (a) General ambience: To be decided by the committee.
  - (b) Facilities &Services: to be decided by the committee.
  - (c) Centralized / decentralized infrastructure:
    - (i) Independent centralized infrastructure: 100%
    - (ii) Shared centralized infrastructure: 80%
    - (ii) Decentralized infrastructure: 60%

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# SECTION - 4 (B)

## **Instructions / Guidelines for Online Bid submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractor/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by certifying authority (CA) licensed by Controller of Certifying Authority (CCA)
- 5) Contractor / Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 6) After downloading the tender document, schedules, the Bidder should go through document carefully and then submit the tender as described, otherwise bid will be rejected.
- 7) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 8) Bidder then logs in to the site through the secured log in by giving the user password chosen during enrolment/registration and then by giving the password of e-Token/ Smartcard to access DSC.
- 9) Bidder selects the tender which he/she is interested in by using the search option &then moves it to the 'my tenders' folder.
- 10) From my tender folder, he selects the tender to view all the details indicated.
- 11) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents, schedule and generally, they can be in PDF/ xls /rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders, Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each

- document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 13) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any.

  Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 14) The Bidders can update well in advance, the documents such as certificates, annual detail report etc. under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15) Bidder should submit the EMD as specified in the tender document. Scanned copy of transaction of payment of EMD including e-receipt (clearly indicating UTR No. and tender reference which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.
- 16) While submitting the bids online, the bidder reads the terms &conditions and accepts the same to proceed further to submit the bid.
- 17) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 18) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 19) The bidder has to upload the relevant files required as indicated. In case of any irrelevant files, the bid will be rejected.
- 20) If the price bid format is provided in a spread sheet file like BoQ\_xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price-bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 21) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date &time (as per Server System clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bid online by the bidders at the eleventh hour.
- 22) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of

evidence for online submission of bid for the particular tender and will also act as an entry pass to

participate in the bid opening date.

25) The time settings fixed in the server site &displayed at the top of the tender site, will be valid for all

actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should

follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure

the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid

submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subject to symmetric encryption using a system

generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid

openers' public keys. Overall, the uploaded tender documents become readable only after the tender

opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured SocketLayer128 bit encryption

Technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top

right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the

tender document. Parallely for any further queries, the bidders are asked to contact over phone:I-800-

233-7315 or send a mail over to cppp-nic@nic.in.

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**Indian Institute of Foreign Trade** 

**New Delhi** 

## 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 the procurement of services for providing Hostel Accommodation for Post Graduate Students & Officers of 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 OUALIFICATION FOR WORKER:

The contractor should deploy well-qualified and experienced worker having qualification not less than matriculation for which necessary certifications are to be produced. The person to be employed should have experience of at least one year in respective area viz. housekeeping, security etc. 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. A fine of Rs.500/- per day will be imposed for the duration of the period when this condition is not satisfied without prejudice to any other action under the contract.

#### 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 RESPONSIBILITY FOR PAYMENT OF WAGES:

- (a) The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- (b) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then IIFT shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- (c) The contractor shall fix wage periods in respect of which wages shall be payable.
- (d) No wage period shall exceed one month.
- (e) The wages of every person employed by the contractor shall be paid by "ECS/ Cheque" before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within 48 hrs of last working day. All the payments should be made in presence of "Authorized Representative" of IIFT.
- (f) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (g) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).

(h) A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to IIFT under acknowledgement.

#### 8.0 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.

#### 9.0 PAYMENTS:

- **9.1** Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be from the date of taking over possession of premises.
- **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.

## 10.0 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.

## 11.0 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.

# 12.0 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.

## 13.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- (a) 30 days shall be allowed for handing over possession of premises from date of issue of Advance purchase order.
- (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.

#### 14.0 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.

# 15.0 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.

#### **16.0 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.

#### 17.0 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.

#### **18.0 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.

#### **19.0 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.

#### 20.0 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.

#### 21.0 COURT JURISDICTION:

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

Assistant Registrar (E&M) Fax No. : 011-39147214 Email ID : arem@iift.ac.in Indian Institute of Foreign Trade New Delhi

# SECTION - 5 (PART - B)

# SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the tender 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 The vendor shall define and implement hostel safety and evacuation drill on regular basis.
- 3.0 The vendor shall provide a dedicated Operation Manager 24x7. The key responsibilities of Operation Manager shall be as follows,
  - a) Responsible for supervising the work of housekeeping staff, security guard
  - b) Responsible for maintain discipline and dress decorum of house- keeping staff/security guard.
  - c) Responsible for arranging medical help (doctor / Ambulance) in case of medical emergency.
- **4.0** The vendor shall make his own arrangement for providing all facilities like boarding and transport etc. for his workers.
- 5.0 The worker on duty will be polite and courteous while dealing with the IIFT Staff or any other persons. The age of worker to be employed should not be more than 60 years.
- 6.0 The vendor shall provide to its security guards and house- keeping staff all seasonal uniforms, PPE kits, Rain coats, Torch with cell. Whistle, Lathies etc.
- 7.0 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.
- **8.0** Contractor will keep a close liaison and follow the instructions of Section Officer, E & M section.
- **9.0** The vendor shall ensure sweeping and mopping of all rooms, common areas, and wash rooms on daily basis with eco-friendly chemical.
- 10.0 Additional accommodation for students if required shall be arranged within 30 days of communication in writing to the authorized representative of the vendor and payment for additional accommodation shall be made as per the terms & condition of this contract. In case the contractor fails to provide additional accommodation meeting requirement of Institute, additional accommodation can be hired from other bidders at same rates terms and condition.
- 11.0 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.
- **12.0** The vendor worker should not indulge in any kind of Trade union / Association activities in and around IIFT Campus.
- 13.0 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 DIRECTOR IIFT or his successor in all such events shall be final and binding.
- 14.0 The Assistant Registrar (E&M) or his authorized representative will have the right to inspect work at any time. If he finds that work is not being carried out properly, or if he desires replacement of any worker for short coming in behavior/performance, such instructions given in writing shall be complied forthwith.

- **15.0** Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.
- 16.0 The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 15, Section-5 "Part-A".
- 17.0 If the vendor fails to comply with the job assigned to him or neglects compliance of directions given to him by officer in charge or his authorized representatives the contract may be terminated by IIFT.
- **18.0** The vendor shall ensure that, the number of worker deployed on any given day to carry out the jobs is not less than the number fixed by the IIFT Management.
- 19.0 The vendor shall ensure that all the employees engaged by him are free from all communicable or contagious, infectious and other diseases.
- 20.0 If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.
- 21.0 If the vendor fails to complete work or any portion thereof assigned to him or neglects to comply with any directions given to him, IIFT shall terminate the contract. In such case the Contractor shall be liable for any expense / loss or damage which IIFT may incur or sustain by failure of Contractors.
- **22.0** The Officer-in-Charge or his representative depending upon the situation and requirement shall decide the deployment of workers in shift.
- **22.0** The vendor has to abide by all the statutory laws regarding labour welfare.
- **23.0** 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 owner.
- **24.0** The owner has to carry out necessary whitewash / distemper etc. every year in case agreement is renewed for one more year.
- 25.0 Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the Scope of Work and Technical Specification of Section-3 of the tender document excluding Goods and Service Tax, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.

Assistant Registrar (E&M) Fax No. : 011-39147214 Email ID : arem@iift.ac.in Indian Institute of Foreign Trade New Delhi

# **SECTION - 6**

# **UNDERTAKING & DECLARATION**

# 6(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

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

# 6(B) - NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"	\$/0	R/o	hereby
certifies that none of my re	elative(s) as defined in the t	tender document is / are empl	oyed in IIFT unit as per details
given in tender document.	In case at any stage, it is	found that the information give	ven by me is false / incorrect,
IIFT shall have the absolute	e right to take any action as	s deemed fit / without any prio	r intimation to me."
Date:			
Date:			Signature of bidder
			_
Place:		Name of	Lidda.
		Name or	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	S INDIAN INST	TITUTE OF FO	REIGN	TRADE (h	ereaf	ter referre	ed to as "II	IFT") has issue	ed an AP	O no.
		D	ated/	/202	21 awardi	ng th	e work of	"Providing	g Hostel Accor	nmodatio	on for
Post	Graduate	Students&	Officers o	f IIFT	Delhi"	to	M/s			,	R/o
				(he	ereafter r	eferre	ed to as	"Bidder")	and IIFT has	asked hi	im to
subm	it a Perform	ance Guaran	tee in favour	of Dire	ctor, IIFT	of Rs	S	/- (h	ereafter referr	ed to as	"P.G.
		o to//									
Now	at the requ	est of the Bi	dder, We				Ba	nk	E	3ranch h	aving
							(Add	ress) and	Regd. office	addres	s as
							-	-	(hereinafter		
		give this guar							•		

- 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./Msh	ave submitted our bid for the tender no.
$IIFT(D)/E\&M/1(7)/2020\text{-}21, \ Dated\text{:-} \ 29/01/2021 \ in \ respect$	of "Providing Hostel Accommodation for Post
Graduate Students& Officers of IIFT Delhi" which is due to open	on $08/02/2021$ , in the chamber of Assistant
Registrar (E&M), Indian Institute of Foreign Trade (IIFT), B-21 IIF	T 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 tender mentioned above on
our behalf.	
Signature of the Representative	
	Signature of Bidder/Officer authorized to sign
Name of the Representative	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)

<u>BID</u>	DER'S PROFILE:							
Name	Name of the Individual / Firm:							
2. Present correspondences address:								
Teleph	Telephone No, Mobile No, FAX No							
. Addre	Address of place of Works / Manufacture:							
Teleph	Telephone No, Mobile No, FAX No							
	State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company (Tick the correct choice)							
. Name	of the sole proprietor / partners / Dire	ector(s) of Pvt. Ltd Co.:						
S. No.	Name	Father's Name	Designation					
1.								
2.								
3.								
4.								
	of the person authorized to enter into norized (in case of partnership / Private	• •	nt and the capacity in which h					
. Perma	Permanent Account No.:							
. Detail	s of the Bidder's Bank for effecting e-p	ayments:						
(a) Beneficiary Bank Name:								
	(b) Beneficiary Branch Name:							
	(c) IFSC code of Beneficiary Branch:							
	(d) Beneficiary Account No.:							
	(e) Branch Serial No. (MICR No.): .							
Wheth	ner the firm has Office / works (i.e. man	nufacture of the tendered item) in	Delhi. If so, state its Address					

B)	<u>ONNAIRE</u>	
	1.0	Do you think any other detail / material is required to complete the work specified in the specification? Yes / No
	1.1	If Yes, Give details:
	2.0	Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No
	2.1	If Yes, Give details:
	3.0	Suggestion for improvement of the tender document:
Date .		Signature of bidder  Name of bidder

# 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 "Providing Hostel Accommodation for Post Graduate Students& Officers of IIFT Delhi Centre" vide no.						
And whereas the said contractor have prior to the execution of these presents offered a <b>Bank Guarantee</b> No						
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.  ———————————————————————————————————						

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 NIT No. IIFT(D)/E&M/1(7)/2020-21 दिनांक / DATED:- 29/01/2021 forms the integral part of this agreement.

## SECTION - 9 (PART - A)

# **TECHNICAL BID LETTER**

To,

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

Sub.: Tender for Providing Hostel Accommodation for Post Graduate Students& Officers of IIFT Delhi.

Ref.: Tender No.: IIFT(D)/E&M/1(7)/2020-21, Dated :- 29/01/2021

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

Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-4, Section-1 of the NIT viz;

- (a) Certificate Of incorporation.
- (b) Occupancy certificate
- (c) Certificate for Average Annual Turnover FY 17-18, FY 18-19, Fy 19-20
- (d) Copy of PAN.
- (e) 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.
- (f) NEFT/RTGS Details of Bid security / EMD.
- (g) Bidder's Profile & Questionnaire duly filled & signed. (Section-8).
- (h) Near Relationship Certificate duly filled & signed. (Section-6B)
- (i) Undertaking & declaration duly filled & signed. (Section-6A)
- (j) Documents (self-attested) stated in Clause 10 of Section-4. Viz;
  - i) Valid NSIC / MSME certificate, if any.
  - ii) Certificate of incorporation, if any.
  - iii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

| Yours truthfully,
| Signature\_\_\_\_\_\_
| Date: ......
| Name\_\_\_\_\_\_
| Address\_\_\_\_\_\_
| Telephone\_\_\_\_\_\_

Seal of the firm\_\_\_\_\_

# SECTION - 9 (PART - B)

# **FINANCIAL BID LETTER**

	From,					
To,	Bidder's Ref: No:, Dated					
Ind IIFI	Assistant Registrar (E&M) Indian Institute of Foreign Trade (IIFT) IIFT Bhawan B-21, Qutub Institutional Area New Delhi 110016					
Ref	:: Your Tender Enquiry No. IIFT(D)/E&M/1(7)/2020-21, Dated:- 29/01/2021					
1.	Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos					
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 understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.					
4.	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.					
5.	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.					
6.	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.					
7.	If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any misdeclaration on invoice by $me/us$ .					
8.	Until a formal Purchase 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.					
Dat	ted: day of					
	Name					
	In the capacity of					
	Duly authorized to sign the bid for and on behalf of					

# **SECTION - 9 (PART - B)**

# **PRICE SCHEDULE**

Name of Work: "Providing Hostel Accommodation for Post Graduate Students & Officers of IIFT Delhi".

### Table - A:

SI. No.	Description	Quantity	Unit	Rate (excluding GST) in Rs.	Amount (in Rs.)
1	Providing accommodation for student / officer as per scope of work excluding to and fro transport and meal as described in Section – 3	31	Per student/officer per month		
2	Extra over and above item No 1 above for providing additional furniture for second student	21	Per student per month		
3	Providing four Time meals to student / officer as per scope of work as described in Section - 3	52	Per student/officer per month		
4	Providing to and fro transport facility to student as per scope of work as described in Section - 3	42	Per student per month		
5	Deduct for not providing Lunch and evening snacks to officer as per scope of work as described in Section - 3	10	Per officer per month		

(A) AMOUNT per month (in Rs.):

**TOTAL AMOUNT (in Rs.): 11 x (A)** 

TOTAL (in words): Rupees ...... only.

- Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the Scope of Work and Technical Specification of Section-3 of the tender document excluding Goods and Service Tax, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.
- Minimum wage, EPF employer's contribution, ESIC employer's contribution or any statutory obligation has
  to be paid by vendor as per Govt. notification from time to time.

Assistant Registrar (E&M) Fax No. : 011-39147214 Email ID : arem@iift.ac.in Indian Institute of Foreign Trade New Delhi