



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली
DELHI

**REQUEST FOR PROPOSAL (RFP) FOR HIRING OF
ACCOMMODATION FOR CENTRE FOR RESEARCH IN
INTERNATION TRADE (CRIT), IIFT, NEW DELHI**

RFP Submitted By :

Name of Owner / Bidder : _____

Address of Owner / Bidder : _____

GSTIN No. of Owner / Bidder : _____

Date : _____

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

Sub. : Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT, New Delhi**:: INDEX::**

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Assistant Registrar (E&M)
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 1

REQUEST FOR PROPOSAL (RFP)

INDIAN INSTITUTE OF FOREIGN TRADE

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

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

RFP No. : IIFT(D)/E&M/1(7)/2023-24

Date: 28/12/2023

1.0 Sealed Request for Proposal (RFP) in Single Stage Two Envelope method (Part-A : Techno-Commercial bid and Part-B: Financial bid) are invited on behalf of the IIFT from owners / power of attorney holders eligible bidders for undertaking following works / services:

Sl. No.	Name of the Item / Work
1.	Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi

2.0 Eligibility Criteria :

- The bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with the Competent Authority [for further details refer Clause 11 Section 4 (A)].
- Bid is open to all Bidders including but not limited to Builders / developers / property owners who meet the Eligibility criteria and Technical Specification for selection as given in schedule of requirement. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- It is mandatory for the Bidders to be in existence for the past **one** year under The Companies Act, 1956 or 2013/LLP/Partnership firm having their office in India, organization registered under Societies Registration Act 1860, PSUs and having a valid GST number. (Incorporation / certificate of registration / commencement / MOA & AOA needs to be submitted; for Proprietary firms additionally, certificate from registered Chartered Accountant needs to be enclosed mentioning a) the firm is in existence for the past **one** year b) is in the business of leasing office premises for commercial usage/ ITES / IT premises or/and as a developer of commercial offices / IT / ITES and leasing the said premises to corporates and c) confirming compliance to statutory & taxation laws in India for the last **one** year.)
- The Bidder should not be currently blacklisted by any Government / Government agency / Bank / institution in India or abroad. The bidder should provide declaration to this effect on their company's letterhead reference to Annexure - 5 (D).

3.0 Bids details, schedule of submission of bids and addresses

Sl. No.	Criteria	Description
1.	Date of availability of RFP Document	From 28/12/2023 to 10/01/2024 available at www.iift.ac.in or www.eprocure.gov.in/epublish/app
2.	Last date and time for receipt of Pre-bid queries from the perspective bidders (Only through Email to arem@iift.ac.in)	Up to 5:00 p.m. on 01/01/2024 Note : 1. All queries must be sent in the prescribed format as an attachment in the Excel format as per Annexure - 5 (E).

		2. Only queries received through Email by the stipulated date and time will be considered for discussions / clarifications in the Pre-bid Meeting. No other point shall be considered.
3.	Pre-Bid Meeting	At 11.00 a.m. on 02/01/2024 physically at B-21, IIFT Bhawan, Qutab Institutional Area, New Delhi or Intending bidders can attend it through virtual mode. For attending Pre-bid meeting through virtual mode, interested bidders may write an email to arem@iift.ac.in latest by 10:30 a.m. on 02/01/2024 for their willingness to join the meeting through virtual mode. The link of online pre-bid meeting shall be shared before the meeting.
4	(a) Submission of RFP Document,	<p>The RFP should be submitted as detailed below :</p> <p>Envelope - 1: Techno-Commercial Bid comprising of EMD and RFP document with all relevant papers duly signed. The envelope should be super scribed as “Techno-Commercial Bid for Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi”.</p> <p>Envelope -2: Financial Bid comprising of Price Bid. The envelope should be super scribed as “Financial Bid for Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi”.</p> <p>Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi” should be addressed to the Asst. Registrar (E&M), Indian Institute of Foreign Trade (IIFT), B-21, Qutab Institutional Area, New Delhi - 110016 and may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address. No RFP shall be accepted after prescribed due date and time.</p>
	(b) Last date & Time for submission of Technical bid, Price bid and supporting documents	10/01/2024 at 3:00 p.m.
5.	Email address for correspondence	arem@iift.ac.in
6.	Date & Time of opening of Technical Bids	At 03:30 p.m. on 10/01/2024
7.	Date & Time of opening of Price Bids	Will be communicated to the technically Qualified bidders separately through e-mail

8.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- The bidder shall furnish the bid security / EMD through a DD in favour of "Indian Institute of Foreign Trade, Delhi" or through NEFT/RTGS in favour of "Indian Institute of Foreign Trade, Delhi" as per details given below. Details for NEFT/RTGS are as under: Beneficiary Name : Indian Institute of Foreign Trade Bank Name & Address : Indian Bank, 7, S. J. S. Marg, Mehrauli Institutional Area, New Delhi 110016 IFSC code – IDIB000M089 MICR code - 110019018 A/c No.– 767635122 Note : <i>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 RFP item / service.</i>
9.	Initial Lease Period	6 (six) years
10.	Stamp duty / registration charges	To be shared in the ratio of 50:50.
11.	Rent free period for carrying out Fit-outs by IIFT.	90 days from handing over of premises to IIFT.

- 4.0** The bidder has to register himself / herself / itself within one month of issue of Lol (if required) with the appropriate authorities under **Employees Provident Fund and Employees State Insurance Acts, if not already registered.**
- 5.0** **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.**
- 6.0** RFP bids received after due date & time will not be accepted.
- 7.0** Incomplete, ambiguous, conditional, bids are liable to be rejected.
- 8.0** The Institute reserves the right to accept or reject any or all RFP bids without assigning any reason. The Institute is not bound to accept the lowest RFP.
- 9.0** **The bidder shall furnish a declaration in Section 5 (A) that no addition / deletion / corrections have been made in the downloaded RFP document being submitted and it is identical to the RFP document appearing on the website.**
- 10.0** In case of any correction / addition / alteration / omission in the RFP document, the RFP bid shall be treated as non-responsive and shall be rejected summarily.
- 11.0** The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.
- 12.0** IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.

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 (E&M)
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Indian Institute of Foreign Trade
New Delhi

SECTION – 2

SCOPE OF WORK

About the Institute

The Indian Institute of Foreign Trade (IIFT), a deemed to be University, is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines and five years integrated MBA (IB) Programme. Established in 1963, as an autonomous body under the Ministry of Commerce & Industry, Government of India, it has significantly contributed towards the external trade sector of India through policy research and skill-building over the past six decades. It also emerged as a leading Business School in the country, consistently ranked among the top 10 in the list. The rich contributions in knowledge domain helped the Institute to earn the status of “Deemed to be University” in the year 2002. Over the years, IIFT has emerged as a national university with focus on Economics and International Business, which is reflected in all the major activities of the Institute, namely: Research, Teaching and Training. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A+’ Institution in its evaluation during 2023. Recently, the Institute has been granted graded autonomy by UGC/MHRD as Category-I Institution.

Schedule of Requirement

(A) Broad Technical Parameters :

Sl. No.	Description	Criteria
1.	Location	Within 8 km. of Vanijya Bhawan, Man Singh Road, New Delhi.
2.	Area proposed to be hired for the premises (carpet area as per IS 3861).	25000 - 30000 sqft. approximately
	Minimum Carpet Area per floor	5000 sqft.
3.	Minimum floor to floor clear height	3.20 M
4	For all premises	The Successful bidder has to arrange the following works pertaining to building / construction at his own cost : (i) All statutory clearances from the local and government authorities are to be made available for the leasing and use of the building as office e.g. occupation certificate, Clearance from various Revenue authority / Tax authority etc. (ii) The building should have toilets for physically handicapped persons. (iii) If the premises offered is other than ground floor, in that case the premises must have lift facility.
5.	Amenities	(i) Adequate Electrical power load. The bidder shall provide power backup for all essential loads viz. UPS systems, Lights and Fans, Server, Audio Video

		Equipment etc. excluding Air-Conditioning. (ii) Fire Fighting System should be operational and well maintained. (iii) Potable water should invariably be available 24x7 throughout the year at the desired locations, washrooms, pantry, etc. within the premises throughout the year. (iv) Parking (Minimum) (a) Car Parking : 5 (b) Scooter Parking : 20
6.	Qualifying marks	Technical Evaluation: It will be done as per Annexure A (Evaluation Matrix) Minimum Qualifying marks – 70.
7.	Ownership of the Land / Property	Absolute ownership with the free-hold / or lease hold rights of the land under the said property.

Note : *Owner of the Building is solely responsible for the construction and structural soundness of the Premises.*

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SECTION – 3

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1) DISCLAIMER:

- i) The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form / email by or on behalf of IIFT, is subject to the terms and conditions set out in this RFP.
 - ii) This RFP is not an offer by Indian Institute of Foreign Trade, but an invitation to receive responses from the eligible Bidders.
 - iii) The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Institute may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
 - iv) The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
 - v) The Institute also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
 - vi) The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
 - vii) The issue of this RFP does not imply that the Institute is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Services and the Institute reserves the right to reject all or any of the Bids without assigning any reason whatsoever before issuance of purchase order / LOI and/or its acceptance thereof by the successful Bidder.
- 2) Conditional bids are liable to be rejected. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
 - 3) The bidders desirous of offering their premise to IIFT are invited to submit their technical and price bid proposal in response to this RFP. The criteria, the actual process of evaluation and subsequent selection of the successful bidder (L-1) will be as per the terms of this RFP document
 - 4) The successful bidder should have clear and absolute title to the premises and furnished legal title report will be verified by the Institute through Institute's empaneled advocate. The successful bidder will have to execute the lease deed as per the standard terms and conditions finalized by the Institute for the purpose. The stamp duty and registration

charges of the lease deed will be shared equally (50:50) by the lessors and the Institute. The initial period of lease will be 6 years and will be further renewed / extended on same terms and conditions for next 3 years (viz. total lease period 9 years) with requisite exit clause to facilitate full/ part de-hiring of space by the Institute. As regards increase in rents payable, increase in rent if any shall be maximum up to 15% of item 1 & 2 of price bid after 3 years. After 6 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed.

- 5) All columns of the RFP documents must be duly filled in and no column should be left blank. **All pages of the RFP documents (Technical and Price Bid) are to be signed by the authorized signatory of the Bidder.** Any over-writing or use of white ink is to be duly initialed by the Bidder. Institute reserves the right to reject the incomplete RFP.
- 6) In case the space in the RFP document is found insufficient, the bidder may attach separate sheets.
- 7) There should not be any deviation or assumption in terms and conditions as have been stipulated in the RFP documents. Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each Bid to the RFP. For purposes of this clauses, a substantial responsive Bid is one, which conforms to all the terms and conditions of the RFP without material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 8) The Institute reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Institute's action.
- 9) Canvassing in any form will disqualify the bidders.
- 10) The shortlisted lessors will be informed by the IIFT for arranging site inspection of the offered premises.
- 11) **Income Tax and other statutory clearances shall be obtained by the lessors at their own cost as and when required.**
- 12) **CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**
 - i. Bidder requiring any clarification on RFP may notify the Institute in writing strictly as per the format given in Section - 5(E) at the address/by e-mail within the date/time mentioned in the Notice Inviting RFP.
 - ii. A pre-Bid meeting will be held physically at B-21, IIFT Bhawan, Qutab Institutional Area, New Delhi or Intending bidders can attend it through virtual mode online on the date and time specified in the Notice Inviting RFP which may be attended by the authorized representatives of Bidders interested to respond to this RFP. For attending Pre-bid meeting through virtual mode, interested bidders may write an email to arem@iift.ac.in latest by 10:30 a.m. on 02.01.2024 for their willingness to join the meeting through virtual mode. The link of online pre-bid meeting shall be shared before the meeting.
 - iii. The queries received (without identifying source of query) and response of the Institute thereof will be posted on the website or conveyed to the Bidders.
 - iv. The Institute reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Institute, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by

way of corrigendum/addendum at website only. The interested parties/Bidders are advised to check the website regularly till the date of submission of Bid document specified in the Notice Inviting RFP and ensure that clarifications / amendments issued by the Institute, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Institute will be binding on the participating Bidders. Institute will not take any responsibility for any such omissions by the Bidder. The Institute, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. The request for change in commercial / legal terms and conditions, other than what has been mentioned in this RFP or any addenda / corrigenda or clarifications issued in connection thereto, queries in this regard, therefore may not be entertained.
- vi. Queries received after the scheduled date and time may not be responded/acted upon.

13) MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the Bid validity period specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

14) PERIOD OF BID VALIDITY AND VALIDITY OF QUOTED PRICE.

- i. Bid shall remain valid for duration of 90 days from Bid submission date.
- ii. In exceptional circumstances, the Institute may solicit the Bidders' consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Institute will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

15) Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Institute may take. All the submissions, including any accompanying documents, will become property of the Institute. The Bidders shall be deemed to license, and grant all rights to the Institute to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

16) Rejection of Bids :

- 16.1 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) The bids will be rejected at opening stage, if Bid security is not submitted.
- (b) If the eligibility condition is not met and / or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- (c) Section-6 Part-B (Price Schedule): Prices are not filled in as prescribed in price schedule.
- (d) If a firm quotes **NIL** charges / consideration, the bid shall be treated as unresponsive and will be rejected without further evaluation.

16.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned above, 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 RFP process with full justification quoting specifically the violation of RFP condition if any.

16.3 Bid opening team will not return the bids submitted by the bidders on the date of Bid 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.

16.4 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 Bid 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 Bid 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 Bid opening will be returned to the bidders after issue of Lol against the instant Bid.

16.5 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.

17) NEAR-RELATIONSHIP CERTIFICATE:

17.1 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 RFP. 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 Bid 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.

17.2 The Company or firm or the person will also be debarred for further participation in the RFP / Bid in the concerned unit.

17.3 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).

17.4 The format of the certificate is given in Section 5 (B).

18) EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

18.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive in pursuant to Clause - 2.2 of Section-1. The score finalized by Committee of the Institute in respect of technical parameters will be final and binding to the bidder. To qualify in the technical bid, bidder must score minimum 70 marks.

18.2 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 (30% for technical & 70% 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 Matrix are given in Annexure – A.

(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 bidders shall be given financial scores that are inversely proportional to their prices with respect to the lowest offer.

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

19) RENTABLE CARPET AREA / Mode of measurements:

Rental will be paid on the basis of "Carpet area" as per IS 3861.

20) Institute reserves the right to accept the bid amount quoted by the Bidder or negotiate with the bidder for deriving the final price.

21) The bidder who is declared successful shall be required to execute lease agreement in the institute's prescribed format as per Annexure B of this RFP. No request for any deviation in the terms and conditions stipulated in the draft lease agreement shall be entertained.

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

RFP for Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT, New Delhi

TECHNICAL EVALUATION MATRIX

All technical bids will be first opened and applications will be screened. All the offered premises will be visited by the committee to verify the suitability and offered premises will be awarded marks based on following criteria.

Sr. No.	Broad Criteria / Technical parameters for selection	Max. Marks
1.	Quality of building construction, RCC framed Structure, adequately ventilated, Ambience and suitability of Premises based on following parameters (5 marks each). (i) Type of building constructed, i.e. RCC framed Structure, (ii) Availability of potable water supply 24 x 7 (iii) Floor to floor height not less than 3.20 m (iv) Power back up (v) Availability of passenger lifts. (vi) Availability of canteen / cafeteria	30 Marks
2.	Distance from Vanijya Bhawan	20 Marks
	(a) 8 km.	14
	(b) More than 6 km and Less than 8 km	16
	(c) More than 4 km and Less than 6 km	18
	(d) Less than 4 km.	20
3.	General ambience and quality of infrastructure - To be decided by the committee.	50 marks
Total Marks		100

Note :

- (i) *Minimum qualifying marks shall be equal to or more than 70. The premises getting less than 70 marks will be summarily rejected. Committee decision in this regard is final and binding to the bidders.*
- (ii) *Institute reserves the right to use car parking area for parking of scooters and viceversa, if needed.*

Assistant Registrar (E&M)
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New Delhi

DRAFT FORMAT OF LEASE AGREEMENT

The Lease Agreement is made on this day of between (hereinafter referred to as the lessor which expression unless repugnant to the context shall include his heirs, executors, administrators, representatives, successors and assigns) of the one part. (If the Lessor is a firm, company etc., the description should be accordingly be changed).

AND

The Indian Institute of Foreign Trade, a Deemed to be University and registered under Societies Registration Act having its registered office at B-21, IIFT Bhawan, Qutab Institutional Area, New Delhi – 110016 (hereinafter referred to as “The Lessee” or “The Institute” which expression unless repugnant to the context shall include its successors and assigns) of the other part.

Whereas the Lessor is the absolute owner of Property No. with the freehold/ leasehold rights of the land under the said property, (hereinafter called the property), vide **Sale Deed** Registered as document No or the lessor is owner of property with the lease hold rights vide lease deed document no.....of the land under the said property and lessor has authority to sub-leasing the property further without any restriction / tenor.

WHEREAS

I. The lessor (s) has / have at the request of the Lessee agreed to grant to the Lessee a lease of the premises i.e. Property No.more fully described in Schedule hereunder and the Lessee has agreed to take the premises on lease under the terms and conditions specified herein below.

The lessors being seized and possessed or otherwise well and sufficiently entitled to the premises particularly described in the Schedule hereto and entitled to grant a lease of premises have agreed to grant a lease of the premises particularly described in the schedule.

1) Now this INDENTURE WITNESSES that in consideration of the rent hereinafter reserved and the covenants and stipulations hereinafter contained and on the part of the lessees to be performed and observed, the lessors doth hereby demise unto the lessee the premises as described in schedule here together with the easements, liberties, appendages and appurtenances there unto belongings with entry to the said premises and compound through paths, staircases, lifts and from public road and the right to pass and repass over the open spaces / compound in and around the said premises and the buildings and the right to park vehicles therein and thereon to have and to hold the said premises (hereinafter referred to as the “demised premises”) unto the lessee for the initial term of 6 years commencing from, with the absolute option to the Institute to renew the lease in accordance with terms and conditions of RFP No. IIFT(D)/E&M/1(7)/2023-24 dated 28/12/2023 for further one term of 3 years. Increase in rent if any shall be maximum up to 15% of item 1 & 2 of price bid after 3 years. After 6 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed.

The total monthly rent payable to lessor is as detailed below :

For 1 to 3 years :

- (i) Rent for premises as per price schedule
- (ii) Maintenance of services in common area including security and house-keeping services of the hired premises as per price schedule

For 4 to 6 years :

- (i) Rent for premises as per price schedule + maximum upto 15%
- (ii) Maintenance of services in common area including security and house-keeping services of the hired premises as per price schedule + maximum upto 15%

After 06 years rent can be negotiated and finalized by the institute for the next term of 3 years.

II. In consideration of the lease of the premises the lessee hereby covenant with the lessors that :-

- (1) Prior to execution of this Lease Deed, the Lessee has independently/through its advocates and consultants conducted due diligence in respect of the Demised Premises. The Lessee represents that it has independently satisfied itself as regards to the Lessor's right, title and interest in the Demised Premises, and based on such satisfaction, the Lessee has agreed to enter into this Lease Deed.

(2) Definitions and Interpretation :

In this Lease Deed, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

- a) **"Applicable Laws"** shall mean any statute, law, enactment, regulation, ordinance, rule, rule of common law, judgment, order, decree, award, permit, license, authorization, bye-law, code, approval, consent, circular, government resolution, order, directive, direction, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned statutory authority, commission, court or other government or regulatory authority, instrumentality or forum, whether central, state, local, municipal or judicial, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, re-enacted or repealed from time to time hereafter.
- b) **"Construction Approvals"** shall mean any and all the approvals, clearances, licenses, no objection certificates, consents, orders, permits, waivers, privileges and approvals form and filings and registrations with any and all Governmental Authorities that have been obtained or are required to be obtained and maintained in relation to construction, development, use, occupation, operation and maintenance of the Property (*or any part thereof*) under the Applicable Laws including LOA, development permission and Occupancy Certificate.
- c) **"Maintenance of services in common area including security and house-keeping services of the hired premises"** reflect the costs associated with providing services in common area and their maintenance and also include housekeeping and security services of hired premises which will be paid by the lessee at the rate specified in Section-6 (Part B) Price Schedule of RFP along with applicable GST thereon. These Charges also include the costs incurred by the lessor with respect to consumption of electricity for Common Areas including

electricity consumed for operation of lifts, water charges for the water consumed in the Demised Premises, security services, housekeeping services of the hired premises and the cost of the management.

- d) **“Common Areas”** shall, in respect of the Building or any relevant portion thereof, mean the common constructed areas of the Building (*or part thereof*) including the staircases, lifts, main lift lobby, lobby & service staircase, atrium/main entrance lobby, diesel generators & electrical room, pump room, overhead tank, UG sumps, chiller platform, CCTV Camera *etc.* which are for the non-exclusive use of all occupants of Building including the Lessee.
- e) **“Governmental Authorities”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other sub-division thereof, and any other municipal/local/planning authority/local body having jurisdiction over the over the matter in question.
- f) **“GST”** means Goods and Service Tax.
- g) **“Lease Commencement Date”** shall mean the date specified in Clause 7 (i) below.
- h) **“Rent”** shall have the meaning ascribed to the term in Clause I above.
- i) **“Rent Commencement Date”** shall have the meaning ascribed to the term in Clause 7 (ii) below.
- j) **“Interest free rental deposit”** shall have the meaning ascribed to the term in Clause 7 (iii) below.
- k) **“TDS”** means tax deducted at source.

3. Rules of Interpretation

3.1 Unless the context otherwise requires in this Lease Deed:

- (a) Any reference to:
 - (i) any statute and other legislation shall include statutory instruments, regulations and orders issued under the legislation and where the context requires, all amendments, re-enactments or consolidations thereof;
 - (ii) any statute and other legislation shall include statutory instruments, regulations and orders issued under the legislation and where the context requires, the provisions of any earlier statute or other legislation of which the said reference is itself an amendment, re-enactment or consolidation;
- (b) words denoting one gender, includes all genders;
- (c) “Person” includes any individual, partnership, firm, body corporate, government, governmental body, authority, agency, unincorporated body of persons, association, corporations or trusts;
- (d) words denoting the singular include the plural and vice versa;
- (e) clauses and paragraph headings are inserted for ease of reference only, and shall not affect construction;
- (f) reference to the recitals, clauses, sub-clauses, paragraphs, sub-paragraphs, annexures and schedules are to the recital, clauses, sub-clauses, paragraphs,

sub-paragraphs, annexures and schedules of and to this Lease Deed. For the sake of clarity, the recitals, annexures and schedules are deemed to be a part and parcel of this Lease Deed;

- (g) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings; and
 - (h) the descriptive headings of the various clauses of this Lease Deed are inserted for convenience only.
- 3.2 No provisions of this Lease Deed shall be interpreted in favour of, or against, any Party by reason of such Party or its counsel having participated in the drafting hereof.
- 3.3 The Parties shall perform their respective obligations within the agreed timelines *i.e.* time is the essence of the contract.
4. The Lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenant with the Lessor (s) as follows:-
- (i) To pay by NEFT / RTGS or otherwise as agreed / the said monthly rent hereby reserved on 10th day and in the manner aforesaid subject to **TDS**.
 - (ii) To pay all charges for electricity, water, central AC and DG Set consumed by the Lessee in the demised premises to the appropriate authority according to the reading of the electric meter).
5. (i) To use the demised premises as an Administrative Office and research centre including pantry, Record room etc.
- (ii) To display its signboard / boards, hoarding, neon signs in such a manner at such portion of the demised premises whether inside or outside or on the outer wall of the demised premises which the Lessee may in its absolute discretion think fit and the Lessor (s) shall have no objection thereto.
- (iii) To yield and deliver up peacefully and quietly vacant possession of the demised premises to the Lessor (s) at the expiration or earlier determination of the lease period as the case may be, in a good condition except reasonable wear and tear.
- (iv) To allow the Lessor/s or his / their agents to enter, with or without workmen and / or architects, contractors etc. the demised premises or any part thereof by giving prior notice in writing to the Lessee to inspect the state and condition of the premises or any part thereon for the purpose of carrying out such repairs as required / found necessary under law or otherwise.
6. The Lessor (s) do and each of them doth hereby covenant with the Lessee as follows:-
- (i) On the Lessee paying monthly rent hereby reserved and covenants and conditions herein contained and on the part of the Lessee to be observed the Lessee shall quietly hold, possess and enjoy the demised premises and every part thereof during the period of lease or any extension thereof without any interruption from or by the Lessor (s) or any person or persons lawfully or equitably claiming by / through / under or in trust for the Lessor/s or successors or assigns.
 - (ii) The Lessor (s), shall not, nor shall he/they allow any person to use or carry on any noisy hazardous occupation or business in or upon any part of the said premises or any adjoining premises thereon which may cause annoyance or inconvenience to and / or otherwise likely to be prejudicial to the interest of the lessee at the demised premises.

- (iii) The Lessor (s), during the lease or extension thereof shall pay all present and future municipal taxes assessments and / or other outgoing or impositions whatsoever payable by the owner and / or occupier in respect of the demised premises under the law for the time being in force and shall keep the lessee/s indemnified against all claims, demands, action, suits and proceedings in respect of the same.
- (iv) The Lessor/s shall maintain at his / their cost adequate and continuous supply of electricity and hygienic, potable filtered and / or tube-well water by means of electrical water pumps and overhead tanks or otherwise for the use of the lessee in the demised premises and to operate and maintain the water pumps in proper condition at their cost.
- (v) The Lessor/s shall keep the demised premises insured at all time during the term hereby created or any extension/s thereof from loss or damage by fire, earthquake, riots and against such other risks as may be required by the lessee and to make all payments necessary for the above purposes within three days after the same shall respectively become payable and to produce to the Lessee or its agent on demand the several policies of such insurance and the receipts for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Lessor's own moneys.
- (vi) The Lessor(s) warrants that he / they has / have good, rightful power, absolute authority and indefeasible title to demise the demised premises to the Lessee in the manner herein appearing free from all encumbrances, trusts, his dependents, executions and attachments whatsoever.
- (vii) The lessor(s) will not during currency of the lease transfer, mortgage, sell, assign or otherwise create any interest in the demised premises without the prior consent of the Institute in writing.
- (viii) The Lessor has no objection for Lessee to assign / transfer / sublet the demised premises or part thereof to its registered subsidiaries and group companies of IIFT after providing adequate notice in writing to the lessor. All responsibilities as a lessee during the terms of the agreement will always remain with IIFT.
- (ix) In future, if the Institute requires additional power the Lessor shall arrange for such additional power as per the Institute's requirement at the Institute's cost and expenses.
- (x) The LESSEE have the authority to put electrical or energy operated machineries in the premises and for this purpose to make necessary alteration in the layout without altering the structure or without in any way affecting the strength of the building and shall be kept/installed in the manner that it does not cause hindrance or annoyance to other occupants of the building or block in common area.

7. It is hereby agreed by and between the parties hereto as follows:-

- (i) The IIFT shall make out all efforts to sign the lease agreement as early as possible after handing over possession of premises.
- (ii) The rent and other charges as indicated in Section-6 (Part B), Price Schedule shall be payable after 90 days from the date of handing over the premises to IIFT.

- (iii) **Interest Free Rental Deposit:** The interest free rental deposit equivalent to maximum two month's rent shall be granted to the landlords at the time of taking possession of the premises and such deposits will have to be adjusted during the last two months of occupation
- (iv) In case of default in the payment of the taxes and other statutory dues, service charges to local bodies by the lessor (s) and a demand notice is served on the Institute, the lessee may as per its absolute discretion make payment of the same and such payment shall be against adjustment of future rents payable.
- (v) If the Lessor (s) shall fail or neglect to pay rents, revenues, rates, taxes, impositions, outgoings howsoever or whatsoever payable by owner or occupant in respect of the demised premises and / or to keep the demised premises and every part thereof in good condition as may be required for by the Lessee it shall be lawful (but not obligatory) for the Lessee to pay such rates, revenues, taxes, impositions, outgoings and to incur expenses to keep the demised premises and every part thereof in good condition as the Lessee in its absolute discretion may think fit and in any one or more of such cases the Lessee will be entitled in its absolute discretion to deduct such payments and such expenses as aforesaid with applicable interest from the rent hereby reserved.
- (vi) In the event of the demised premises or any part thereof being materially damaged or destroyed by earthquake, tempest or other act of God, fire, riots or any irresistible force so as to render the demised premises or any part thereof substantially and permanently unfit for the purposes for which they were let, this lease shall, at the option of the Lessee, be void but in the event of the Lessee desiring to continue the lease and the Lessor (s) agreeing to repair the damage or injury the Lessee shall vacate such portion of the demised premises as may be required to enable the Lessor (s) to repair and to restore them to their former state and condition and in such event the whole or proportionate part of the rent as the case may be shall abate till demised premises are restored to their former conditions and the Lessee shall continue to pay the full rent from the date of such completion of repairing or restoration to the satisfaction of the lessee.
- (vii) In the event of the demised premises or any part thereof being acquired or requisitioned by Government or any local authority under any Act for the time being in force this Lease shall be determined and the parties shall be entitled to such compensation as they may respectively be entitled under the law.
- (viii) If the lessors shall at any time fail and neglect to perform and observe any of the covenants and conditions herein contained and on his/their part to be observed and performed then the Lessee shall be entitled at its option to forthwith determine this Lease.
- (ix) The Lessors shall at the request of the Lessee made before the expiration of the term hereby created execute and register a renewed lease of the demised premises in favour of the Lessee for further period of **3 (three) years** from the date of expiration of term hereby created on the same terms and conditions. After 6 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed. The expenses on stamp duty and registration charges required for the execution of lease deed and renewal of lease deed shall be borne by the parties i.e. lessors and the Institute in equal shares.

- (x) Notwithstanding anything contained herein above the lessee by giving prior written notice of 03 (three) months, shall be entitled to surrender, leave and deliver the unused, un-utilized portion/area of the leased premises property to the Lessor in case the Lessee feels that the unused, un- utilized and excess area is not required for the purpose taken on lease during the tenure / currency of the lease without determining / terminating the said lease and continue in occupation the portion required for the purpose after surrendering of the unused and unutilized area / portion and in the event of such partial surrender of the un-utilized area / portion, then rent fixed for the lease will be reduced / decreased proportionately according to the area / portion surrendered by the Lessee. And if such surrender is going to affect the exclusive/independent entry/use for /of the Institute, the lessor(s) shall make suitable arrangement so that the exclusive independent entry /use for the institute is not affected in any manner.
- (xi) In case the Lessee desires to obtain a Lease of further floor area in the said premises, the Lessor (s) shall grant such Lease to the Lessee, the rent for such further floor area will be determined considering the prevailing circumstances for the time being but the period of such Lease shall be co-extensive and coterminous with the period of the Lease in respect of the premises already leased in favour of the Institute.
- (xii) SALE AND /OR TRANSFER OF SAID PREMISES : that if the lessor at any time during the initial lease period or any extended period thereof sell and / or transfer rights in said demise premises as a whole or any part thereof to any one person or more than one person or agency etc. then this will be subject to the terms of this lease deed and in such event the lessee shall pay the rent to such transferee or transferees on the same terms and condition as are contained herein provided the transferees accept all terms and conditions in toto and agree to continue the lease. The Lessor shall arrange and ensure that term and condition of lease deed are agreeable to the transferee and no inconvenience is caused to IIFT, the lessee on account of such transfer during currency of lease term or any extension thereof.
- (xiii) The Lessee agrees that it shall promptly and within the timelines provided pay to the Lessor the undisputed Rent and all other charges and other outgoings payable under this Lease Deed. Any minor delay in payment will not attract any compensation.
- (xiv) The payment of the Rent, Security Deposit and other charges payable by the Lessee under this Lease Deed shall be directly credited by the Lessee to the their account or to such other account as may be directed by the Lessor to the Lessee in writing.
- (xv) The Lessee shall bear and pay GST (*as per Applicable Law*) on the Rent and other outgoings set out under this Lease Deed as well as any other amounts payable by the Lessee under this Lease Deed, or any other tax, by whatever name called, that is imposed in the future and payable in relation to provision of amenities/services and/or receipt of fees/compensation or charges under this Lease Deed.
- (xvi) The Rent, and all other charges including the outgoings set out above, payable by the Lessee to the Lessor shall be subject to deduction of tax at source (*where applicable*) as per Applicable Laws.

It is clarified that the TDS shall be deposited by the Lessee to the Government of India every month and the Lessee shall regularly submit TDS certificate to the Lessor/Agency every quarter. In the event of any error committed by the Lessee in deducting TDS or in e-filing, the same shall be rectified by the Lessee within a period of 30 (thirty) days from the said error being brought to the notice of the Lessee.

The Lessee shall ensure deposit of such TDS with the government treasury and ensure correct disclosure of the TDS amounts while filing the quarterly TDS returns as prescribed in the Income tax-Act, 1961 (*read along with the Income Tax Rules, 1962*) to enable the Lessor/Agency to avail tax credit of TDS.

(xvii) **TERMINATION**

(a) Termination by efflux of time

This Lease Deed shall stand terminated at the end of the Term.

(b) Termination by the Lessor

The Lessor shall be entitled to terminate this Lease Deed if:

- (i) Any of the representations of the Lessee contained herein are found to be incorrect, inaccurate or false;
- (ii) Winding-up and/or insolvency petition has been filed against the Lessee and/or if such winding up/insolvency petition has not been settled, withdrawn or dismissed within 30 (thirty) days from such filing.
- (iii) The Lessee inducts any third party or creates any third party interest in respect of the Demised Premises or any part or portion thereof

(c) Termination by the Lessee

The Lessee shall be entitled to terminate this Lease Deed if:

- i) any of the representations of the Lessor contained herein are found to be incorrect, inaccurate or false;
- ii) the Lessee shall be entitled to terminate this Lease Deed by giving 3 (three) months written notice without assigning any reason whatsoever.

(d) Termination by either Party for breach

If either Party commits any breach of any of the covenants, terms and conditions of this Lease Deed and such breach continues for a period of 30 (thirty) days after receipt of a written notice from the non-defaulting Party of the occurrence of such breach then the non-defaulting Party shall, without prejudice to its rights and other remedies under this Lease Deed, be entitled to terminate this Lease Deed, by issuing a 15 (fifteen) days written notice, if the breach remains uncured on expiry of such 30 (thirty) days.

(xviii) **FORCE MAJEURE :**

If, at any time, during the continuance of this lease agreement, the performance in whole or in part by either party of any obligation under this lease 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 lease nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and services under the lease shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Institute as to whether the services 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 lease is prevented or delayed by reasons of any such event for a period exceeding 120 days either party may, at its option, terminate the lease.

(xix) CONFIDENTIALITY

- (A) The Parties shall not disclose the terms and conditions of this Lease Deed, including the negotiations leading up to the consummation of the transaction contemplated hereunder, without the prior written approval of the other Party, except that the Parties may disclose such information without the prior written consent of the other Party to:
- i) to their employees, directors, auditors and professional advisors, respective bankers, financial advisors, consultants, licensed valuers and legal or other advisors on a strict need-to-know basis, who reasonably and necessarily require such information for the purpose of advising such Party, provided that such persons are bound by obligations of confidentiality no less stringent than those set forth herein;
 - ii) if mandatory under any applicable securities law or other Applicable laws regarding public disclosure of business information and/or as mandatorily required by law, or any court ruling or regulatory authority (*including but not limited to any relevant stock exchange or securities council*);
 - iii) any information which is already generally known to the public;
 - iv) any information disclosed to the parent/holding company of either Party, and either Party's branches or offices or related corporations provided always that such Party shall ensure that its parent company, branches or offices or related corporations are similarly prevented from making or causing to make any announcement or disclosure to any third party; any information which each Party has consented to its disclosure by the other Party.
- (B) Each Party shall not use any of the other Party's trademarks, service marks, or name in any advertising materials, sales promotion materials, press releases or other publicity materials unless approved by the other Party in its sole and absolute discretion.

(xx) NOTICES

- (a) Any notice to be given by any Party shall be in writing and shall be deemed to be duly served, if delivered by hand or delivered by registered post to the addressee or address as the Party to be served may have notified in writing to the other Party in accordance with the provisions of this Clause for the purposes of this Lease Deed.

- (b) Any notice sent by registered post to the addressee shall be deemed to be served 3 (three) days after posting. In proving a service of any notice, it will be sufficient to prove in the case of a letter, that such letter was properly stamped, addressed, and placed in the post or delivered at the address notified for the purposes of this Lease Deed.
- (c) All notices required to be given under this Lease Deed and all communication, documentation, and proceedings, which are in any way relevant to this Lease Deed shall be in writing and in English language.

(xxi) REGISTRATION AND OTHER CHARGES

The expenses on stamp duty and registration charges required for the execution of lease deed and renewal of leasedeed shall be borne by the parties i.e. lessors and the Institute in equal shares.

(xxii) Amendments

No variation, modification, or amendment of any of the terms of this Lease Deed shall be valid or binding unless in writing and signed by or on behalf of both Parties hereto.

(xxiii) Severability

Should any clause of, or part of any clause within, this Lease Deed be rendered void, illegal, invalid or unenforceable for any reason by any Court of law of competent jurisdiction, such provision shall be modified to the extent possible to make it enforceable in such circumstances, whether or not such modification is possible, any such invalidity, illegality or unenforceability shall not render void or illegal or invalid or unenforceable any other clause or provision of a clause in this Lease Deed.

(xxiv) Non-Waiver

No forbearance, relaxation or inaction by any Party at any time to require the performance of any provision of this Lease Deed shall in any way affect, diminish or prejudice the right of such Party to require the performance of that or any other provision of this Lease Deed or be considered to be a waiver of any right, unless specifically agreed in writing.

(xxv) ARBITRATION:

(A) Commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments)

- (a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments); such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

(B) Commercial contract between IIFT and private bodies

- 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.

(xxvi) GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 1) This Lease Deed shall be governed by the laws of India.
- 2) The courts in Delhi shall have exclusive jurisdiction in respect of any dispute, claim or difference between the Parties arising out of this Lease Deed and any document executed in pursuance hereof or any existence, effect, interpretation, breach, termination or validity of the terms hereof.
- 3) Notwithstanding the aforesaid, during the pendency of the litigation proceedings/dispute, the Parties shall be liable to perform all their obligations and comply with all their covenants specified in this Lease Deed that do not form the subject matter of the dispute or relate to the dispute.
- 4) All other terms and conditions shall be as per RFP No. IIFT(D)/E&M/1(7)/2023-24 Dated 28.12.2023 including all amendments.

The Schedule above referred to IN WITNESSES WHERE OF THE PARTIES hereto have executed these presents the day and year first above written

SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

For & on behalf of Lessor

For & on behalf of Lessee

Witness :

Signature :

Signature :

Name :

Name :

Address :

Address :

.....

.....

.....

.....

Assistant Registrar (E&M)
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 4 (A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1. Clauses :

- (a) **Interest Free Rental Deposit:** The interest free rental deposit equivalent to maximum two month's rent shall be granted to the landlords at the time of taking possession of the premises and such deposits will have to be adjusted during the last two months of occupation.
- (b) **Maintenance of services in common area including security and house-keeping services of the hired premises:** The maintenance of all common areas and services in the common areas like electrical fitting in common area, electrical water / fire pumps, tube-well, lift, CCTV cameras, security and housekeeping has to be carried out by the prospective bidder in the premises. In addition to above security and housekeeping services of the hired premises is to be carried out by the vendor. The rate against this item is to be quoted at Sl. No. 2 of price schedule.

2. EARNEST MONEY DEPOSIT (EMD):

- i) The Bidder shall furnish EMD for the amount and validity period mentioned in RFP.
- ii) EMD is required to protect the Institute against the risk of Bidder's conduct.
- iii) The EMD should be directly credited to the designated account as mentioned in RFP. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv) Any Bid not accompanied by Proof of remittance of EMD for the specified amount and not submitted to the Institute as mentioned in this RFP will be rejected as non-responsive.
- v) The EMD of the unsuccessful Bidder(s) would be refunded / returned by the Institute within 4 weeks of the Bidder being notified as being unsuccessful.
- vi) The EMD of successful Bidder will be discharged upon the Bidder signing the contract.
- vii) No interest is payable on EMD.
- viii) The EMD may be forfeited:-
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept Purchase Order and / or sign the contract with the institute.
- ix) If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Institute for a period of 3 years.

3. Governing Language: The governing language shall be English.

4. Award Criteria:

- i) The bidders scoring highest marks in the QCBS method shall be termed as **L1**. IIFT will notify the successful bidder in writing by letter of Intent (LOI) by Speed / Registered Post or Email. The Selected bidder has to return the duplicate copy of such letter to the Institute within the time specified in the Lol, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii) In case of company, submission of the Copy of Board Resolution or Power of Attorney

showing that the Signatory is authorized to sign the acceptance of letter of Intent (LOI) as well as to execute the contract.

- iii) Until the execution of a formal Agreement, the Bid document, together with the Bidder's acceptance and Institute letter for acceptance thereof, would constitute a binding contract between the Institute and the successful Bidder.

5. Lease Agreement:

The successful bidder shall execute the Registered Lease Deed for an initial period of 6 years and will be further renewed for 3 years terms, as per the Format provided in this RFP covering Terms and Conditions stipulated in this RFP.

The Stamp Duty and Registration charges towards Registration of Lease Deed with the competent authority shall be born equally (50:50) by the lessors and the Institute.

6. Lease Period:

- i) The successful bidder should have clear and absolute title to the premises and furnished legal title report will be verified by the Institute through Institute's empaneled advocate. The successful bidder will have to execute the lease deed as per the standard terms and conditions finalized by the Institute for the purpose and the stamp duty and registration charges of the lease deed will be shared equally (50:50) by the lessors and the Institute. The initial period of lease will be 6 years and will be further renewed / extended on same terms and conditions for next 3 years (viz. total lease period 9 years) with requisite exit clause to facilitate full/ part de-hiring of space by the Institute. As regards increase in rents payable, increase in rent if any shall be maximum up to 15% of item 1 & 2 of price bid after 3 years. After 6 years, rent can be negotiated and finalized with mutual agreement so that new lease can be executed.
- ii) The IIFT reserve its rights through requisite exit clause in the Lease Deed to facilitate full / part de-hiring of space/area by serving three (03) months prior written notice.
- iii) IIFT reserves the right to terminate the Agreement and vacate the premises any time prior to expiry of the Lease Term by giving Three (03) months prior notice to the Lessee.

7. Taxes and Rent:

- i. The landlord should have valid PAN Number & GST Number
- ii. The Income tax and other taxes as applicable will be deducted by the Institute at source while paying the monthly rentals and other charges of the premises to the Landlord.
- iii. The responsibility towards payment of following Taxes/Charges will remain with the Successful bidder to the respective Department/Organizations/Agencies :
 - a) Payment of all taxes (present / future) pertaining to the premises including property tax, municipal tax etc. levied by the Central / State Government local authorities on the premises to be paid by the landlord
 - b) License fee payable to the various authorities for renewal of Licenses of Electrical Installations / Sub-Station, Lifts, Fire Fighting Installations, Sewage Treatment Plant, RO Water Treatment Plant/Water softeners, EPABX etc.
 - c) Annual Maintenance Contract (AMC) Charges (including Operational Maintenance

of all Equipment/Fixtures etc. provided by the Landlord with respective Maintenance agencies / OEMs for (i) DG set (ii) Lifts / Escalators (iii) Fire Fighting Installations (iv) CCTV Installation (v) Water Pumps (vi) Any other equipment provided in the premises.

- d) Income Tax and other statutory clearances, if required, shall be obtained by the Successful bidder at their own cost as and when required.
- e) All payments to the landlord shall be made by Institute through Account Payee Cheque or RTGS/ NEFT.
- f) The rent of premises will be payable to the Successful bidder after handing over of possession of the premises

8. Compensation for deficiency in Services :

(i) The bidder has to pay following compensations for deficiency in services :

S. No.	Item	Compensation (% of current monthly rental*** except GST)
1.	Water not available for 4 hours or more	0.1% per instance
2.	Electricity outage for more than 2 hour	0.5% per instance
3.	50% or more than 50% of the lifts not working for more than 4 hours	0.1% per instance

- ***** Monthly rental** means Rent quoted for sl. no. 1 to 2 in the Price Schedule.
- Maximum compensation in a month shall not exceed 5% of the monthly rental ***.
- To the extent delay or default is attributable to Force Majeure event viz. (the services are not provided by the State Electricity Board, Delhi Jal Board,) the period of Force Majeure will be excluded while calculating compensation.
- Compensation if any, calculated during the month will be recovered from next month rent.
- In case water crisis is not resolved by the Successful bidder and Institute is compelled to arrange water for its manpower, the amount incurred by the Institute for this work will be recovered from next month rent.

9. 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 Institute 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 120 days to be reckoned from 10th day after issue date of LOI, either party may, at its option, terminate the contract.

- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may wish with the concurrence of the purchaser elect to retain.

10. ARBITRATION:

(A) Commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments)

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments); such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

(B) Commercial contract between IIFT and private bodies

- 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.

11. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this RFP.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this RFP only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a

consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-
- (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

12. 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.

14. COURT JURISDICTION :

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

SECTION – 4 (B)

Special Conditions of Contract (SCC)

- a) If there is any conflict in these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions.
- b) Once Purchase Order or Letter of Intent is issued by the Institute, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account except as explicitly mentioned in this RFP
- c) The Institute shall take possession of the premises only after fulfillment of all other terms and conditions of technical bids as mentioned above.
- d) All payments (Rent + GST) to the successful Bidder shall be made by Account Payee Cheque or RTGS/NEFT.
- e) The landlord will also operate and maintain pump set, CCTV, lifts and allied equipment's installed in common area at his own cost. Cost of AMC / repairs/ replacements of all the installations in the common area shall be borne by the lessor.
- f) The rent and other charges as indicated in Section-6 (Part B), Price Schedule shall be payable after 90 days from the date of handing over the premises to IIFT
- g) The maintenance of all common areas and services in the common areas like electrical fitting in common area, electrical water / fire pumps, tube-well, lift, CCTV cameras, security and housekeeping has to be carried out by the prospective bidder in the premises. In addition to above security and housekeeping services of the hired premises is to be carried out by the vendor. The rate against this item is to be quoted at Sl. No. 2 of price schedule
- h) Responsibility for operation and maintenance of Electrical substation, fire control and all such installation shall remain with landlord only and Institute shall not be party for the same.
- i) Landlord will ensure that network data cables can be brought into the premises offered to the Institute from outside the building from any direction without any hindrance.
- j) The income tax and other taxes as applicable will be deducted at source while paying the rentals per month. All taxes and service charges shall be borne by the landlord. While renewing the lease after expiry of initial lease period of 6 years, the effect of subsequent increase/decrease in taxes and service charges shall be taken into account for the purpose of fixing the rent. The landlord will be required to bill the IIFT every month for the rent due to them indicating the GST component also (if applicable) in the bill separately. The bill should also contain the GST registration number of the landlord, apart from name, address etc. of the landlord and the serial number of the bill, for the Institute to bear the burden of GST, otherwise, the GST if levied on rent paid by landlord directly, shall be reimbursed by the IIFT to the landlord on production of such payment of tax to the Govt. indicating name, address and the GST tax registration number of the landlord
- k) No separate rent shall be paid for car parking, scooter parking and canteen / cafeteria.
- l) Institute reserves the right to sublet /permit the usage of the premises to its associates and subsidiaries and no additional rent will be paid for it. All responsibilities as a lessee during the terms of the agreement will always remain with IIFT.

Assistant Registrar (E&M)
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION - 5

UNDERTAKING & DECLARATION

5 (A) FOR UNDERSTANDING THE TERMS & CONDITION OF RFP & SPEC. OF WORK

Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the RFP documents & offer to execute the work at the rates quoted by us in the RFP form.

2. If I / We fail to enter into the Lease agreement & commence the work in time, the Bid security (EMD) deposited by us will stand forfeited to the IIFT.

3. I / We are not blacklisted by GST authorities.

The bidder hereby covenants and declares that:

1. I/ We declare that that no addition / deletion / corrections have been made in the downloaded RFP document being submitted and it is identical to the RFP document appearing on the website.

2. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the RFP offer are correct.

3. 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 RFP offer / cancel the LOI / Purchase / work order if issued and forfeit the Bid security (EMD) / Bill amount pending with IIFT. In addition, IIFT may debar the bidder from participation in its future RFP.

Date:

Place :

Signature of bidder

Name of bidder

.....

Along with date & Seal

5 (B) NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

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

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

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

Certificate for EoI

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that this bidder is not from such a country,

or

if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for EoI for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this bidder is not from such a country

or

if from such a country, has been registered with the Competent Authority

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP Ref. No. IIFT(D)/E&M/1(7)/2023-24 dated 28/12/2023 for acquisition of office premises on Lease rental basis, as an Owner/ Partner/ Director/ Auth. Sign of, I/ We hereby declare that presently our company / firm, at the time of bidding:

- (i) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- (ii) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- (iii) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- (iv) Does not have any previous transgressions with any entity in India or any other country during the last five years.
- (v) does not have any debarment by any other procuring entity
- (vi) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- (vii) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws.

Signature:

Seal of Company

PRE-BID QUERY FORMAT

To be provided strictly in Excel Format

Bidder Name and address	SI No.	RFP Page No	RFP Clause No	Existing Clause	Query / Suggestions

SECTION – 6 (PART – A)

TECHNO-COMMERCIAL BID LETTER

To,

**Asst. Registrar (E&M)
Indian Institute of Foreign Trade
B-21, Qutub Institutional Area
New Delhi 110016**

Sub.: RFP for Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi

Ref. : RFP No.: IIFT(D)/E&M/1(7)/2023-24, Dated 28/12/2023

With reference to the above mentioned RFP, we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents.

- i) Eligibility Criteria :
 - (a) Incorporation of company under Companies Act 1956 or 2013 or Societies Registration Act 1860.
 - (b) **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - (c) Copy of PAN
 - (d) 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.
 - (e) Proof of payment of Bid security / EMD through NEFT/RTGS
 - (f) Valid NSIC / MSME certificate alongwith proof of SC/ST category, if any.
 - (g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- ii) Undertaking & declaration duly filled & signed. (Section - 5A)
- iii) Near-Relation Certificate duly filled & signed. (Section - 5B)
- iv) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 5C)
- v) Declaration on Letter head that Bidder is not Blacklisted (Section – 5D).
- vi) All other documents mentioned in RFP.

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 6 (PART – B)

FINANCIAL BID LETTER

To,

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

Ref.: RFP No.: IIFT(D)/E&M/1(7)/2023-24, Dated : 28/12/2023

1. Having examined the above mentioned RFP enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver **Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi** in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. I/We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
3. I/We have read the [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE regarding restrictions on procurement from a bidder of a country which shares a land border with India.
I/We understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) are found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
4. I/We understand that *False declarations will be in breach of the Code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.*
5. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
6. 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.
7. 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.
8. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
9. 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.

Dated: day of 2023

Signature

Name

In the capacity of

PRICE SCHEDULE

Name of Work : “Hiring of Accommodation for Centre for Research in International Trade (CRIT), IIFT New Delhi”.

RENT AND OTHER CHARGES

Sr. No.	Particulars of item	Rate per Sq. Metre per month Excluding GST in RS.
1.	Rent for Premises	Rs. _____
2.	Common Area and Facilities Service Charges	Rs. _____
Total rent for premises including maintenance per square metre Per month excluding GST in Rs..... (A)		Rs. _____

Note: Bidders to note the following carefully while quoting their rates:

1. The bidders shall be selected as per method prescribed in Clause 18 of Section-3 “Evaluation and Comparison of Substantially Responsive Bid”.
2. The Carpet area mentioned in the price bid above are as per tentative requirement of the Institute and to bring all the bidders at Par to discover final Price.
3. The actual quantities may vary for the selected premises and the rent and other charges shall be payable to the selected bidder as per actual Carpet area of premises jointly measured as per provisions in the RFP.
4. The above offer should remain valid for minimum 90 days.
5. Rentable area will be based on “Carpet area” of the floor in accordance with IS Code 3861. Please note that the rent should be inclusive of municipal taxes / cess, Property tax, service charges like society charges etc. and will not be paid separately by the Institute. Rent shall be quoted on carpet area basis only.
6. Common Facility Charges includes charges for all facilities which are common to or are used by all the tenants for common areas of the building such as security, reception, lighting, lifts, housekeeping, water pumping, repairs and maintenance of common properties and amenities, firefighting etc. In addition to above, the charges also include the cost of security and housekeeping services of the Demised Premises. The charges are to be quoted against Sl. no. 2 of the Price Schedule.
7. The Institute reserves the right to accept the rates of L-1 bidder as quoted above or to go for negotiation. Total monthly rent will be calculated as per actual measurements / qty. as per terms of RFP based on rates quoted above or agreed upon after negotiation.

Assistant Registrar (E&M)
Email ID: arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi