



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्लीपरिसर
DELHI CAMPUS

**Repairing of VRV Air-conditioning System for CRIT
at NAFED Building, New Delhi**

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITIONS OF CONTRACT

निविदासंदर्भसंख्या / TENDER REF. NO.:

IIFT(D)/E&M/1/(12)/2023-24

दिनांक / DATED : 20/03/2024

INDIAN INSTITUTE OF FOREIGN TRADE

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

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016.

Subject : Repairing of VRV Air-conditioning System for CRIT at NAFED Building, 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

NOTICE INVITING TENDER (NIT)

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.

निविदा संख्या/Tender No.: IIFT(D)/E&M/1/(12)/2023-24

दिनांक / Date: 20/03/2024

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

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi	Rs. 4,55,850	Rs. 9,117/-

2.0 Time Period for completion of work : 20 Days

3.0 Purchase of Tender Document : The tender document shall be available for downloading from the website www.iift.edu /www.eprocure.gov.in/epublish/app from **20.03.2024 - 01.04.2024** upto 15:00 hrs.

4.0 Eligibility Criteria:-

- a) The bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [for further details refer Clause 20.0 Section 5 (A)].
- b) **Work experience:** Experience of having successfully completed similar works during the last 7 years ending previous day of last date of submission of tenders preferably in the format attached as *Annexure - B* as detailed below :
 - (i) Three similar completed works costing not less than the amount of Rs. 1,82,340/-
OR
Two similar completed works, costing not less than the amount of Rs. 2,73,510/-
OR
One similar completed work of aggregate cost not less than the amount of Rs. 3,64,680/-
 - (ii) **“Similar works”** shall mean **“Repairing of VRV Air-conditioning Systems**
 - (iii) The work experience should be supported by certificates issued by clients’ organizations. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of award and copies of Corresponding TDS Certificates. Value of work will be considered equivalent to the amount of TDS Certificate.
- c) The bidder should have a valid PAN.
- d) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

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

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

5.0 Bid Security / EMD : Rs. 9,117 /-

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

Details for NEFT/RTGS are as under:

Beneficiary Name: Indian Institute of Foreign Trade

Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area, New Delhi 110016

IFSC code – IDIB000M089

MICR code - 110019018

Current A/c No.– 767635122

5.2 The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

6.0 Submission of Tender: The tender should be submitted as detailed below:-

Envelope -1 : Techno-Commercial Bid comprising of EMD and tender document with all relevant papers duly signed. The envelope should be super scribed as “**Techno-Commercial Bid for Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi**”.

Envelope -2 : Financial Bid comprising of Price Bid. The envelope should be super scribed as “**Financial Bid Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi**”.

Envelope 1 & Envelope 2 shall be put together in a big envelope super scribed as “**Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi**” should be addressed to the Asst. Registrar (E&M), Indian Institute of Foreign Trade (IIFT) and may be dropped in a box kept with the Security Guard at the main gate of the institute at the above mentioned address. No Tender shall be accepted after prescribed due date and time.

7.0 Date & Time of Submission of Tender bids: 01/04/2024 at 15:00 hrs.

8.0 Date & Time of Opening of Tender

8.1 Technical Bid : **01/04/2024 at 15:30 hrs.**

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

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

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

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

12.0 Submission of Declaration :

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

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

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

14.0 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)
Email ID : arem@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 2

TENDER INFORMATION

1. Type of tender:
Single Stage Two envelope (Part-A: Techno-commercial bid and Part-B: Financial bid)
2. **Bid Validity Period / Validity of bid Offer : 90 days** from the tender opening date.
- 3 The bid is invited in single stage two envelope system.
 - 3.1 Techno-commercial bid, shall contains following documents:
 - i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - a) **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - b) Work experience certificate
 - 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 DD / NEFT/RTGS
 - ii) Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Valid NSIC / MSME certificate, if any.
 - b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - iii) Undertaking & declaration duly filled & signed. (Section - 6A)
 - iv) Near-Relation Certificate duly filled & signed. (Section - 6B)
 - v) Declaration in respect of no addition / deletion / corrections in downloaded tender (Section – 6C)
 - vi) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)
 - ~~vii) Local content Declaration & Self Certification towards preference to Make in India (Section 6E)~~
 - viii) Bidder's Profile & Questionnaire duly filled & signed. (Section - 8)

3.2 **Financial bid** shall contain Price Schedule. (Section-9 Part B)

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

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

SECTION –3

SCOPE OF WORK

About the Institute

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

Schedule of Requirement

1. “Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi” as per Bill of Quantities (BoQ) at Section-9 (Part –B).

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New Delhi

SECTION – 4

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Indian Institute of Foreign Trade (IIFT), New Delhi.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor" or The Contractor** means the individual or firm supplying the goods / services under the contract.
- (d) **"The Goods / Services"** means all the equipment, machinery, and / or other materials / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"/ "Work Award Letter"** means the order placed by the Purchaser on the Supplier/Contractor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS REQUIRED:

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

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **5 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

- 6.2 The amendments shall be notified on website www.iift.edu / www.eprocure.gov.in/epublish/app to all prospective bidders and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.
- 7.0 **DOCUMENTS COMPRISING THE BID:**
The bid prepared by the bidder shall ensure availability of the following:
(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
(b) Bid Security furnished in accordance with Clause 12.
- 8.0 **BID FORM:**
8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods / services to be supplied, brief description of the goods / services, their quantity and prices as per Section- 9.
- 9.0 **BID PRICES:**
9.1 The bidder shall give the total composite price/ rate as indicated in price schedule. The basic unit price and all other components of the price need to be individually indicated in each column for the services under the contract as per the price schedule given in Section-9 Part-B.
9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**
10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:
(a) Valid NSIC / MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category, proof in this regard also need to be submitted.
(b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.
(c) Power of Attorney as per Clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).
(d) Certificate of incorporation.
(e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 11.0 **DOCUMENTS ESTABLISHING GOODS / SERVICES' CONFORMITY TO BID DOCUMENTS:**
11.1 Pursuant to Clause-7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 12.0 **BID SECURITY / EMD:**
12.1 The bidder shall furnish, as part of its bid, an EMD/ bid security as mentioned in Section-1 (NIT).
12.2 The NSIC/MSME bidders are exempted from payment of bid security subject to:
(a) A proof regarding valid registration with NSIC/MSME for the tendered items have to be attached along with the bid.
(b) The enlistment certificate issued by NSIC/MSME should be valid on the date of opening of tender.
12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened.

- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause-13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause-27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;
- OR**
- (b) If the bidder does not accept the APO or does not submit PBG & sign the contract / agreement in accordance with Clause-27 & 28.

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

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for period specified in Clause-2, Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit its bid on-line complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. **All pages of the original bid shall be signed by the person or persons signing the bid.**
- 14.3 **Power of Attorney**
- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / Institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - (d) Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS:

- (a) The bid should be submitted as per Clause-3, Section 2 of tender information.
- (b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

- (d) The bid should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on below mentioned address (address is given in (e) below). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids sent by registered post or delivered in person shall be dropped up to specified time & date in a box kept with the Security Guard at the main gate of the Institute. The purchaser shall not be responsible, if the bids are delivered elsewhere.

16.0 SUBMISSION OF BIDS:

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-6 of Section-I i.e. NIT.
- 16.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause-6 (this section) in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 17.0 **LATE BIDS:** No bids shall be accepted on-line by e-portal after the specified deadline for submission of bids prescribed by the purchaser.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1 The Tender opening committee of IIFT shall open bids in '**Room No. 523, Admin Block, Indian Institute of Foreign Trade (IIFT), IIFT Bhawan, B-21 Qutab Institutional Area, New Delhi – 110016**', in the presence of intending tenderers or their authorized representatives, who choose to attend, on the date and time specified in Clause-9 of NIT (Section-1).

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

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The following information should be read out at the time of bid opening:-
 - (a) Name of the Bidder
 - (b) Name of the item/services
 - (c) EMD amount & validity and acceptability
 - (d) Information in respect of eligibility of the bidder
 - (e) Details of bid modification/ withdrawal, if applicable
 - (f) Name of the item
 - (g) Quantities/prices quoted in the bid
 - (h) Discount, if offered
 - (i) Taxes & levies
- 19.4 The date fixed for opening of bids, if, subsequently declared as holiday by the IIFT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

- 21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail.
- 21.4 Prior to the detailed evaluation pursuant to Clause-22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to IIFT on the basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding Goods and Service Tax which shall be paid extra.

23.0 CONTACTING THE PURCHASER:

- 23.1 Subject to Clause-20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER:

- 24.1 The purchaser shall consider placement of Work Award Letter /orders for commercial supplies/services only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of bid shall not exceed the lowest evaluated package price.

24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

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

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

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

27.0 ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within 10 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

28.0 SIGNING OF CONTRACT:

28.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.

28.2 Upon furnishing of performance guarantee by successful bidder (pursuant to Clause-27) and signing of contract, the purchaser shall discharge the bid security in pursuant to Clause-12.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 26& 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

30.0 QUALITY ASSURANCE REQUIREMENTS:

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

31.0 REJECTION OF BIDS:

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

- a) Clauses 12.1, 12.2 & 13.1 of Section-4: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

- b) Clause 2 & 10 of Section-4: If the eligibility condition as per Clause 2 of Section-4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section-4 are not enclosed, the bids will be rejected without further evaluation.
 - c) Section-9 Part-B (Price Schedule): Prices are not filled in as prescribed in price schedule.
 - d) If a bidder quotes **NIL** charges / consideration, the bid shall be treated as unresponsive and will be rejected without further evaluation.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 30.1(a), 30.1(b) of Section-4, the bidder company is given an opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids by taking the signatures of some of the representatives of the participating bidder/companies present on the occasion.
- 31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder / company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32.0 NEAR-RELATIONSHIP CERTIFICATE:

- 32.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.
- 32.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 32.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 32.4 The format of the certificate is given in Section 6 (B).

33.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

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

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

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

35.0 Tendered Amount of 2 or more contractors is same :

In case the lowest tendered amount of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage below on quoted amount at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and earnest money shall be forfeited. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of IIFT Officers. In case, all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

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

Client Certificate regarding performance of contractor

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

Authorized signatory & Stamp
of Client Organization

SECTION – 5 (PART – A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for “Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi”.

2.0 PERFORMANCE GUARANTEE:

- ~~(a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the IIFT for an amount equal to 5 % of the value of purchase order within 10 days from the date of issue of Purchase Order by the purchaser.~~
- ~~(b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.~~
- ~~(c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 14 months, in the Performa provided in Bid Document.~~
- ~~(d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.~~

3.0 Recovery of Security Deposit :

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IIFT at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5.0 % of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5.0 % of the tendered value of the work. Such deductions will be made and held by IIFT by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the IIFT, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

4.0 LABOUR REGULATIONS:

- (a) The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to IIFT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Code on Wages, 2019, Employees Liability Act 23 – 2016, Workmen's Compensation Act 1923, Industrial Dispute

Act 1947, Maternity benefits Act 1961 including maternity (Amendment) Act, 2017, Apprentices Act, 1961 read with Apprentices (Amendment) Rules, 2019, EPF & Misc. Provisions Act 1952 alongwith EPF latest Amendment 2021, and ESI Act 1948 along with latest Amendment 2021 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him.

- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (d) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his / their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss / damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

5.0 SAFETY REGULATIONS:

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

6.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:

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

7.0 RESPONSIBILITY FOR PAYMENT OF WAGES:

- (a) The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

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

8.0 SCHEDULE OF SUBMISSION OF BILLS:

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

9.0 PAYMENTS:

- 9.1** Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- 9.2** Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement / Contract.
 - (a) Account beneficiary's name.
 - (b) Account type.
 - (c) Account number.
 - (d) Name of the bank.
 - (e) Bank Branch's NEFT code.
 - (f) IFSC code in case of Transfer through RTGS.

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

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

10.0 DEDUCTIONS:

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

11.0 PRICES:

11.1 The quoted price are firm during period of contract. No increase in prices is permitted.

11.2 Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

12.0 SUBCONTRACTS:

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

13.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

~~(a) Start of services and performance of the services shall be made by the bidder in accordance within the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short close / cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.~~

14.0 LIQUIDATED DAMAGES:

~~(a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per **Clause 14(b)** below.~~

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

15.0 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

~~In case of default by Bidder(s)/ Vendor(s) such as:-~~

~~(a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.~~

~~(b) Failure to perform any other obligation(s) under the Contract; and~~

~~(c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.~~

~~15.1 When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.~~

16.0 FORCE MAJEURE:

(a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of

happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

17.0 EXTENSION OF CONTRACT:

~~IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of 6months or till an alternative arrangement is made whichever is earlier. Extension beyond 6 months on the same rates, terms and conditions will be mutually agreed upon.~~

18.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

19.0 ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

20.0 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 tender.

- i. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this 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.

21.0 Preference to Make in India

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

~~Tenderers shall submit Declaration as per Section 6 (E) in their technical bid.~~

22.0 Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Officer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Officer-in-Charge. Failure on the part of contractor to obtain approval of Officer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate Rs. 200/- per such tradesman per day. Decision of Officer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall

be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

23.0 SET OFF:

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

24.0 COURT JURISDICTION:

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

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

SECTION – 5 (PART – B)

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

Clause 1: Discrepancies and Adjustment of Errors

- The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedules of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:

- i) Description of Schedule of Quantities.
- ii) (ii) Particular Specification and Special Condition, if any.
- iii) Drawings.
- iv) CPWD Specifications.
- v) Indian Standard Specifications of B.I.S.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Clause 2: Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 7, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the competent authority may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

- (i) With maximum rate 0.5% (Zero point five percent) per week of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the Registrar, IIFT during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the IIFT decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 5, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the IIFT under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the Registrar IIFT, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause 3 : When Contract can be Determined

Subject to other provisions contained in this clause, the IIFT may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the IIFT a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the IIFT.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the IIFT without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of IIFT the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the IIFT.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the IIFT.

- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the IIFT. When the contractor has made himself liable for action under any of the cases aforesaid, the IIFT shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the IIFT shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IIFT.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the IIFT, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the IIFT has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A :

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party

Clause 4:

GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any

Clause 5: Time and Extension for Delay

5.1 The time allowed for execution of the Work is 1 month. The time allowed for carrying out the work shall be strictly observed by the contractor and shall be reckoned from 10th day of issue of advance purchase order or from the date of handing over of the site, notified by the IIFT, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the EMD shall be forfeited by the IIFT and shall be absolutely at the disposal of the IIFT without prejudice to any other right or remedy available in law.

The work shall be proceeding with due diligence on the part of the contractor throughout the stipulated period of the contract to ensure good progress of the work during execution the contractor shall be bound to complete the work as indicated below :

S.No.	Milestone Programme	Time Allotted (From date of start)	Amount to be withheld in case of non-achievement of milestone.
1.	1 / 8th (of the Tendered Amount)	1 / 4th (of the whole period)	In the event of not achieving the necessary progress as assessed from the running payments, 1.25% of the tendered value of work will be withheld for failure of each milestone.
2.	3 / 8th (of the Tendered amount)	1/2th (of the whole period)	
3.	3 / 4th (of the Tendered amount)	3 / 4th (of the whole period)	
4.	Full Amount.	Full period	

As soon as possible but within 7 (seven) working days of issue of Lol and in consideration of handing over of site, issue of drawings if applicable the Contractor shall submit a Time and Progress Chart for each mile stone. The IIFT may within 7 (seven) working days thereafter, if required modify and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the IIFT. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the IIFT and the Contractor within the limitations of time imposed in the Contract documents.

5.2 If the work(s) be delayed by:-

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by IIFT in executing work not forming part of the Contract, or

vi) any other cause like above which, in the reasoned opinion of the IIFT is beyond the Contractor's control. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the IIFT but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the IIFT to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

- 5.3 In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible. The Registrar IIFT shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

- 5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Registrar IIFT. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work.

5.4.1 In any such case the Registrar, IIFT may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. IIFT shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone such extension or rescheduling of the milestones shall be communicated to the Contractor by the Registrar, IIFT in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

- 5.5 In case the work is delayed by any reasons, in the opinion of the IIFT, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the IIFT may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Clause 6: Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the IIFT and within thirty days of the receipt of such notice, the IIFT shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the IIFT. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the IIFT may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7: Deviations/ Variations Extent and Pricing

The IIFT shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the IIFT and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 1.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :
 - (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - (ii) 25% of the time calculated in (i) above or such further additional time as maybe considered reasonable by the IIFT.

Deviation, Extra Items and Pricing

- 1.2 In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates applicable on date of submission of the tender), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, deviated Quantities, Pricing

- 1.3 In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates applicable on date of submission of the tender), these shall be paid as per the schedule rate plus cost index (at the time of

tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits of 50%, the contractor shall be paid rates at Agreement rate / Market rate whichever is lower.

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits 50% the IIFT shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

- 1.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 8: Contractor Liable for Damages, defects during defect liability Period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the IIFT as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the IIFT cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor.

Clause 9: Other terms and conditions

- (a) The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- (b) The work shall be executed as per CPWD specifications with up-to-date correction slips.
- (c) The vendor shall make his own arrangement for providing all facilities like boarding and transport etc. for his workers.
- (d) Efficiency, hygiene, promptness, quality service, good behavior and politeness of the agency and his staff are the essence of the contract. The agency shall ensure that this essence of the contract is always maintained to the entire satisfaction of IIFT Administration.
- (e) **The age of employee/ worker to be employed should not be more than 60 years.**
- (f) The contractor will keep a close liaison and follow the instructions of SO (E&M) or his authorized representative.
- (g) The vendor's worker should not indulge in any kind of Trade union / Association activities in and around IIFT Campus.

- (h) The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of the Registrar, IIFT or his successor in all such events shall be final and binding.
- (i) If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.
- (j) The SO (E&M) or his authorized representative will have the right to inspect work at any time. If he finds that work is not being carried out properly, or if he desires replacement of any worker for short coming in behavior/performance, such instructions given in writing shall be complied forthwith.
- (k) If the vendor fails to comply with the job assigned to him or neglects compliance of directions given to him by officer in charge or his authorized representatives the contract may be terminated by IIFT.
- (l) The vendor shall ensure that, the number of workers deployed on any given day to carry out the jobs is not less than the number fixed by the IIFT Management.
- (m) The vendor shall ensure that all the employees engaged by him are free from all communicable or contagious, infectious and other diseases.
- (n) Proprietor / Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 07 days of signing the agreement.
- (o) Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.
- (p) The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 15, Section-5 "Part-A"
- (q) The vendor has to abide by all the statutory laws regarding labour welfare.
- (r) The selected party shall execute an agreement with IIFT containing detailed terms & conditions. The cost of registration of agreement, if any, shall be borne by the owner.

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

SECTION – 6

UNDERTAKING & DECLARATION

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

Certified that:

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

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

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

The bidder hereby covenants and declares that:

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

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

Date:

Place :

Signature of bidder

Name of bidder

Along with date & Seal

6(B) –NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

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

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

6 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender (To be submitted in Original on Letter Head of the Applicant/ Bidder)

Whereas, I/we (Name of agency) has submitted bid for I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

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

Certificate for Tenders

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

Certificate for Tenders for Works involving possibility of sub-contracting

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

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

6 (E) Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020,

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____ (Name of the Person(s), S/o _____ at _____ (Address), working as _____ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self-Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____ on _____ 03/2021

Authorized signatory

(Name of the Firm entity)

SECTION — 7

PROFORMAS

7 (A): For the Performance Guarantee

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

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2024 awarding the work of "**Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi**" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Director, IIFT of Rs. /- (hereafter referred to as "P.G. Amount") valid up to/...../2024 (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained;

- (a) ~~The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.~~
- (b) ~~The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.~~

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

~~7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.~~

Place :

Date : (Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:

7 (B): For Letter of Authorization for Attending Bid Opening Event
(To be typed preferably on letter head of the company)

Subject. : AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr./Ms. have submitted our bid for the tender no. IIFT(D)/E&M/1/(12)/2023-24, Dated: 20/03/2024 in respect of Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi, which is due to open on 01/04/2024, in the chamber of Assistant Registrar (E&M), Indian Institute of Foreign Trade (IIFT), B-21, IIFT Bhawan, Qutub Institutional Area New Delhi – 110016.

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

.....
Signature of the Representative

.....
Name of the Representative

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

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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

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

A) BIDDER'S PROFILE:

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

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

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

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

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

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

7. NEFT/RTGS details of Bid security/ EMD.....
8. Permanent Account No.:.....
9. MSME Certificate No. Valid upto:
10. GST Registration No.
11. Details of the Bidder's Bank for effecting e-payments:
 (a) Beneficiary Bank Name:

(b) Beneficiary Branch Name:

(c) IFSC code of Beneficiary Branch:

(d) Beneficiary Account No.:

(e) Branch Serial No. (MICR No.):

12. Whether the firm has Office / works (i.e. manufacture of the tendered item) in Delhi. If so, state its Address

.....
.....
.....
.....

B) QUESTIONNAIRE

1.0 Do you think any other detail / material is required to complete the work specified in the specification? Yes / No

1.1 If Yes, Give details:

.....
.....
.....

2.0 Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No

2.1 If Yes, Give details:

.....
.....
.....

3.0 Suggestion for improvement of the tender document:

.....
.....
.....

Date

Signature of bidder.....

Name of bidder.....

SECTION- 8 (Part-B)

DRAFT – AGREEMENT

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

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

Whereas the contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “**Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi**” vide no. **Dated** for a period of twelve months **w.e.f.** to

And whereas the said contractor have agreed to permit IIFT at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5.0 % of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5.0 % of the tendered value of the work **for Damages, defects during defect liability Period of six months.**

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

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

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

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

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the security deposit shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. The terms & condition of NIT No. **IIFT(D)/E&M/1/(12)/2023-24 दिनांक / DATED : 20/03/2024** forms the integral part of this agreement.

SECTION – 9 (PART – A)

TECHNICAL BID LETTER

To,

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

Sub.: Tender for “Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi.”

Ref.: Tender No.: IIFT(D)/E&M/1/(12)/2023-24, Dated : 20/03/2024

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

Eligibility Criteria :

- i. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - a) **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - b) Work experience certificate
 - 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 DD / NEFT / RTGS
- ii. Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Valid NSIC / MSME certificate, if any.
 - b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- iii. Undertaking & declaration duly filled & signed. (Section - 6A)
- iv. Near-Relation Certificate duly filled & signed. (Section - 6B)
- v. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section – 6C)
- vi. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 6D)
- vii. ~~Local content Declaration & Self Certification towards preference to Make in India (Section 6E)~~
- viii. Bidder’s Profile & Questionnaire duly filled & signed. (Section - 8)

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 9 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated

To,

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

Ref.: Your Tender Enquiry No. IIFT(D)/E&M/1/(12)/2023-24, Dated: 20/03/2024

1. Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned have submitted Bids and offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. 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.
4. 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.
5. 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.
6. 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.*
7. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
8. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
9. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
10. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
11. Until a formal 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 2024

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

Name of the work : Repairing of VRV Air-conditioning System for CRIT at NAFED Building, New Delhi

S.No.	Description	Qty.	Unit	Rate (including GST)	Amount
1	Carrying out pressure testing by Nitrogen Gas, Finding leakage, Repairing the leakage again conducting pressure holding test and vacuumization. The rate include supplying Nitrogen Gas.				
a	30 HP (CIRCUIT 3) 6TH FLOOR (RXYQ18TRY6 +RXYQ12TRY6)	1	Each Job		
b	20 HP (CIRCUIT 5) SERVER ROOM (RXYQ20TRY6)	1	Each Job		
c	36 HP (CIRCUIT 4) 5TH FLOOR (RXYQ18TRY6 +RXYQ18TRY6)	1	Each Job		
2	Taking out old control pcb and supplying and installation of new control pcb in the outdoor unit.				
a.	30 HP (CIRCUIT 3) 6TH FLOOR	1	Nos		
b.	36 HP (CIRCUIT 4) 5TH FLOOR				
3	Taking out old invertor pcb and supplying and installation of new invertor pcb in the outdoor unit.				
a.	30 HP (CIRCUIT 3) 6TH FLOOR	1	Nos.		
b.	36 HP (CIRCUIT 4) 5TH FLOOR	1	Nos.		
4	Taking out the old body solenoid valve and supplying and installation of new body solenoid valve in the outdoor unit.				
a	30 HP (CIRCUIT 3) 6TH FLOOR	2	Nos		
b	20 HP (CIRCUIT5) SERVER ROOM	1	Nos		
c	36 HP (CIRCUIT 4) 5TH FLOOR	3	Nos		

5	Taking out old four way valve and supplying and installation new four way valve in the outdoor unit				
a.	30 HP (CIRCUIT3) 6TH FLOOR	1	Nos		
b.	36 HP (CIRCUIT 4) 5TH FLOOR	1	Nos		
6	Servicing of Outdoor and Indoor unit including washing with Pressurized water by Jet Pump.				
a	30 HP (CIRCUIT 3) 6TH FLOOR	1	Each Job		
b	20 HP (CIRCUIT 5) SERVER ROOM	1	Each Job		
c	36 HP (CIRCUIT 4) 5TH FLOOR	1	Each Job		
7.	Gas charging with Refrigerant gas R410A including transportation and lifting to required floor				
a	30 HP (CIRCUIT 3) 6TH FLOOR	40	Kg		
b	20 HP (CIRCUIT 5) SERVER ROOM	30	Kg		
c	36 HP (CIRCUIT 4) 5TH FLOOR	45	Kg		

Note Contractor should quote their rates including GST and all other taxes.

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

