

## CENTRE FOR RESEARCH IN INTERNATIONAL TRADE, IIFT NEW DELHI

7<sup>th</sup> Floor NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014

Tender/CATER/2024-25/CRIT

Date: 25/07/2024

### Notice Inviting Tender for Empanelment of Catering Services at CRIT, New Delhi

Given the need to empanel vendors for hiring of Catering Services for Centre for Research in International Trade (CRIT), Indian Institute of Foreign Trade (IIFT), New Delhi invites **offline bids** in Two Bids system from reputed, experienced and financially sound parties. The Tender documents can be downloaded from Institute Website <https://www.iift.ac.in>, <https://www.ctil.org.in>; <https://wtocentre.iift.ac.in/> and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> to be submitted offline only up to the last date & time of submission of tender.

#### 1. CRITICAL DATES OF TENDER:

Imported Dates	
Date of issue of document	25.07.2024
Bid submission start date	25.07.2024
Bid submission end date	14.08.2024 10:00 hrs
Date of Technical Bid opening	14.08.2024 12:30 hrs
Tender notice collection point:	Mr. Desh Raj, Administrative Officer, Centre for WTO Studies, CRIT, 8 <sup>th</sup> Floor, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014
Contact Person (for any clarification or query)	For clarification, bidders may write to <a href="mailto:ao_cws@iift.edu">ao_cws@iift.edu</a> Mr. Desh Raj, Administration Officer, CWS, CRIT, Delhi

#### 2. ABOUT CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), NEW DELHI

The Centre for Research in International Trade (CRIT), was established in April 2016 which is a part of Indian Institute of Foreign Trade (IIFT), New Delhi under the Department of Commerce, Ministry of Commerce and Industry, Government of India. CRIT currently has two Centres under its Umbrella i.e. The Centre for WTO Studies and The Centre for Trade and Investment Law (CTIL).

### 3. EARNEST MONEY DEPOSIT

- I. The bidder shall furnish the bid security / EMD for an amount equal to 2.5% of 30 Lakhs (the estimated tender cost) i.e., Rs. 75,000/- through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade as per details given below. Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade

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

IFSC code – IDIB000M089, MICR code – 110019018

A/c No. – 767635122.

- II. 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.
- III. Estimated tender value is approximately **Rs. 30,00,000.00** (Rupees Thirty Lakhs Only).
- IV. The duration of the contract will be initially for **Twelve Months from date of contract** and it can be further extended for another period of  $\approx$  year by mutual consent but not more than **two times**. The rates and terms & conditions will be same for the contract period including extension, if any.

**Attendees:** The total approximate participants will be 25-30 for the programmes. The attendees will be international participants and would be representing their respective governments/ institutions.

### 4. STANDARD LUNCH PACKAGE REQUIREMENTS

The following should be included in the quoted rates:

1. Waterproof, clean and hygienic tenting arrangements for makeshift heating area and utensils washing area next to NAFED House.
2. Buffet table and decoration arrangement for dining hall on 6<sup>th</sup> floor NAFED House.
3. Condiments and tissues for all dining tables in the dining hall.
4. Daily change in Menu for 8 days of catering (weekend would be non-working).
5. **Menu for participants (Indian / International) is suggested as follows:**
  - a. **Morning Tea with cookies, 1 snack.**
  - b. **Evening Tea with cookies**
  - c. **High Tea (3 snacks + tea and coffee) – as and when required.**
  - d. **Lunch (International Standards – mix of Indian and Continental): 2 non-veg, 4 veg, 2 salad, soup, curd dish, rice, breads, desserts**
  - e. **Lunch (Indian Standards): 1 non-veg, 2 veg, 1 salad, papad, pickle, curd dish, rice, breads, desserts.**
6. Controlled oil and spices to suit the appetite of foreign participants from all parts of the world.
7. Standard Menu as described at point no. 5 should be a mix of Indian and Continental.
8. Mineral water bottles as per requirement.
9. Disposable paper glasses for water dispensers in dining hall.

## 5. PAYMENT TERMS AND CONDITIONS:

1. Billing will be on actual consumption basis
2. No advance payment would be made by CWS/CTIL.
3. No Retention Charges/ Surcharges shall be payable by CWS/CTIL.
4. Billing for the program to be done on “Bill to Company” basis and 100% payment will be released only after completion of the program and 30 days after submission of GST Bill.
5. The GST bills raised by the caterer shall clearly mention the billing components as per actual consumption on per plate/head basis.
6. Billing to be done to: CWS/CTIL, IIFT, New Delhi.

## 6. GENERAL TERMS AND CONDITIONS

CRIT (CWS/CTIL) will pay only for the actual daily consumption on per plate/head basis for all the above-mentioned inclusions.

Regular updates of increase / decrease in per plate/head on daily basis will be provided to the caterer by the CWS/CTIL in advance.

The CWS/CTIL will not be able to provide any assistance with furniture, water supply or washing area in the premises of NAFED House.

The quoted rates submitted by the caterer will be used for Conferences / Seminars / Programs of CWS / CTIL, as per the requirement during the contract period.

## 7. INSTRUCTIONS FOR BIDDING

Bids under two bid system (Technical and Financial) are invited in offline mode. The caterer shall provide necessary information/details as per the two formats provided separately.

The caterer shall submit its technical and financial bids in a sealed envelope addressed to:

**Mr. Desh Raj, Administrative Officer, Centre for WTO Studies, 8<sup>th</sup> Floor, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014**

**The eligibility of caterers for considering the financial quotations will be decided after evaluation of the technical proposal. Only those companies that are found eligible as per technical evaluation will be considered for financial evaluation.**

The caterer shall provide signed and scanned copy of valid registration certificate for PAN, TAN & GST. The applicable GST rates must be mentioned against each service provided clearly.

CRIT has the right to cancel the quotations at any time, extend or postpone the last date for submission of the quotation, information for which will be sent to all concerned in advance. CRIT has right to reject any offers that are found to be incomplete and not having enough details for the technical evaluation.

CRIT reserves the right to further negotiate the financial terms / other facilities with the caterer as per the specific requirement of the group.

## 8. EVALUATION AND SELECTION CRITERIA

The quotes shall be evaluated on the following parameters of the caterer/bidder:

S. No.	Description	Score calculation	Max. Marks
1.	Experience in providing catering services to Govt. /Central Govt. / PSU's/ Public Sector Bank/ National Institute of repute during preceding 7 years	<ul style="list-style-type: none"> <li>➤ 7 years or above: 100 marks</li> <li>➤ Less than 7 years and more than or equal to 5years: 75marks</li> <li>➤ Less than 5 years and more than or equal to 3years: 50marks</li> <li>➤ Less than 3 years and more than or equal to 1 year: 25marks</li> <li>➤ Below 1 year: No marks</li> </ul>	100

S. No.	Description	Specific Requirements
1.	<p>Duly filled &amp; signed;</p> <p><b><u>Envelope: 1</u></b></p> <ul style="list-style-type: none"> <li>• Technical Bid (as per format)</li> <li>• Undertaking &amp; Declaration,</li> <li>• Near Relationship Certificate,</li> <li>• Declaration in respect of no addition / deletion / correction in downloaded Tender,</li> <li>• Certificate regarding restriction on procurement from a bidder of country which shares a land border with India.</li> <li>• Local content Declaration &amp; Self Certification towards preference to Make in India,</li> </ul>	As per format provided in the tender document attached at respective Annexure from I-VI
2.	<p><b><u>Envelope: 2</u></b></p> <p>Financial Bid</p>	As per format provided in the tender document attached at Annexure – X.

**Notes (Technical evaluation):**

**Preference will be given to catering companies who also have experience of catering to international participants in addition to experience catering to Government bodies.**

## **9. GENERAL COMMERCIAL CONDITIONS OF THE CONTRACT (GCC)**

### **A. PERFORMANCE GUARANTEE:**

- i. 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 CRIT, IIFT for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- ii. 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.
- iii. The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 20 months, in the Performa attached at Annexure-VII.
- iv. 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.

### **B. DEDUCTIONS:**

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

### **C. PRICES:**

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

### **D. NEAR-RELATIONSHIP CERTIFICATE:**

- i. The bidder should give a declaration 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 the Institute will not pay any damage to the company or firm or the concerned person.
- ii. The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- iii. 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).
- iv. The format of the certificate is given at Annexure-III.

### **E. CLARIFICATION OF TENDER DOCUMENT:**

- (a) A prospective bidder, requiring any clarification on the Tender Document shall notify the Purchaser by writing an E-mail to the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Tender Document, 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 Tender document.

- (b) Any clarification issued by the Institute in response to query of prospective bidders shall form an integral part of tender document and shall amount to an amendment of the relevant clauses of the tender document.

#### **F. 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 CRIT, IIFT of its right to recover liquidated damages as per Clause F(b) below.
- (b) Should the vendor fail to start services on specified date, Institute shall be entitled to recover liquidated damages of 5% per month (maximum up to 10%) of the contract value (to be computed on per day basis) for the delayed period.

#### **G. 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 vendor persistently neglects to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) In case vendor fails to fulfill the desired requirement of this tender document.
- (e) When the vendor has made himself liable for any of the cases aforesaid, the CRIT, IIFT shall have the powers to terminate the contract (by giving 15 day's notice period) as aforesaid and forfeit the performance guarantee.

#### **H. 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, pandemic, lockdown 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.

**I. TERMINATION FOR INSOLVENCY:**

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

**J. ARBITRATION:**

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The proceedings shall be conducted in the English Language. The costs of arbitration including the fees payable to the arbitrator and other expenses of the arbitration shall be paid equally by both the parties, however, each party shall bear the cost of preparing and presenting its own claims. The venue of the arbitration proceeding shall be IIFT Delhi Centre and subject to the exclusive jurisdiction of Delhi Courts.

**K. 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. 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:
- i. 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.
- ii. 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;
  - iii. 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.
  - iv. 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;
  - v. 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 vendor/contractor from a country which shares a land border with India unless such vendor/contractor is registered with the Competent Authority.

**L. 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 attached at Annexure-VI in their technical bid.

**M. Court and Jurisdiction:**

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

## TECHNICAL BID FORMAT

### COMPANY PROFILE

<b>Company Name</b>	
<b>Company Address</b>	
<b>Company Contact Person (Single Point of Contact for all purpose)</b>	
<b>Company Phone No.</b>	
<b>Company Incorporation / Registration Number (copy to be attached)</b>	
<b>Name of the Beneficiary</b>	
<b>GSTIN</b>	
<b>PAN Card Number</b>	
<b>Name of the Bank &amp; Branch Address</b>	
<b>NEFT/RTGS IFS Code</b>	
<b>Account Type</b>	
<b>Account Number</b>	

Kindly **select only one appropriate option** against each Technical Qualifying Criteria below:

- Experience in providing catering services to Govt. /Central Govt. / PSU's/ Public Sector Bank/ National Institute of repute during preceding 7 years.

7 years or above	<input type="checkbox"/>
Less than 7 years and more than or equal to 5years	<input type="checkbox"/>
Less than 5 years and more than or equal to 3years	<input type="checkbox"/>
Less than 3 years and more than or equal to 1 year	<input type="checkbox"/>

	<input type="checkbox"/>
Below 1 year	<input type="checkbox"/>

2. Experience in catering to International Participants

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

We agree to abide by all the terms and conditions of the RFQ document. We understand you are not bound to accept any proposal you receive.

Authorized Signature [*In full and initials*]

Name and Title of Signatory: ..... Name of Firm: .....

Address: ..... Location: .....

Date : .....

**ANNEXURE – II**

**UNDERTAKING & DECLARATION**

**For understanding the terms & condition of Tender & Spec. of work**

**(a) Certified that:**

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

**(b) The bidder hereby covenants and declares that:**

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, CRIT, 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 CRIT, IIFT. In addition, IIFT may debar the vendor from participation in its future tenders.

**Date:** .....

**Place:** .....

**Signature of bidder**

**Name of bidder** .....

**Along with date & Seal**

**ANNEXURE – III**

**Near relationship certificate**

*(Format of the Certificate)*

"Whereas, I/we .....(name of agency) has submitted bid for ..... I/we hereby submit following declaration 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, the Institute 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**

**ANNEXURE – IV**

**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 the 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**

**ANNEXURE – V**

**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 vendors/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 vendor/contractor from such countries unless such vendor/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**



**ANNEXURE – VI**

**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) Dated16.9.2020.

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

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

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

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

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

Signed by me at \_\_\_\_\_on\_\_\_\_\_/ /2024

**Authorized signatory**

**(Name of the Firm entity)**

**ANNEXURE – VII**

**PROFORMAS**

**For the Performance Guarantee**

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

**Subject: Performance guarantee**

Whereas Centre for Research in International Trade, IIFT (hereafter referred to as “CRIT, IIFT”) has issued a PO no. .... Dated...../...../2024 awarding the work of “**Empanelment of Catering Services at CRIT, New Delhi**” to M/s.....,R/o ..... (hereafter referred to as “Bidder”) and CRIT, IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs. ..../- (hereafter referred to as “P.G. Amount”) valid up to ...../...../2024 (hereafter referred to as “Validity Date”).

Now at the request of the Bidder,  
We..... Bank  
.....  
.....  
Branchhaving.....  
.....(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 CRIT, IIFT that if in the opinion of the CRIT, 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 CRIT, IIFT the said sum limited to Performance Guarantee amount or such lesser amount as CRIT, IIFT may demand without requiring CRIT, 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 CRIT, IIFT shall be conclusive as regards the liability of Bidder to pay to CRIT, 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 CRIT, 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 CRIT, 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 CRIT,IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of CRIT,IIFT or any indulgence by CRIT, 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 CRIT, 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 CRIT, 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 "**New 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 .....

E-mail ID: .....

**ANNEXURE – VIII**

**For Letter of Authorization for Attending Bid Opening**

*(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 ref. no. Tender/CATER/2024-25/CRIT, dated: \_\_\_\_\_ in respect of **Empanelment of Catering Services at CRIT, New Delhi** which is due to open on \_\_\_\_\_, at Centre for WTO Studies, 5<sup>th</sup>-8<sup>th</sup> Floor, Nafed House, New Delhi – 110014.

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

.....

Signature of the Representative

.....

Signature of Bidder/Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

**Note 2:** Permission to attend the bid opening may be refused in case authorization as prescribed above is not received.

**ANNEXURE – IX**

**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 **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** and **M/s.....** hereinafter referred to as the vendor/contractor.

Whereas the vendor/contractor have contracted with the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** in respect of “**Empanelment of Catering Services at CRIT, New Delhi**” vide no. .... dated ..... for a period of **12 months w.e.f. .... to .....**

And whereas the said vendor/contractor have prior to the execution of these presents offered a **Bank Guarantee No. .... dated .....** as Performance Guarantee vide which the said ..... has undertaken to pay to the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** an amount not exceeding **Rs. ..../- (Rupees .....** **only)** against any loss or damage caused to or suffered by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** by reason of any breach of contract by the said vendor/contractor of any terms and conditions contained in this agreement.

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

That if the said vendor/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 **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** and also if the said vendor/contractor or their representative shall pay or cause to be paid to the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** 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 vendor/contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said vendor/contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that

if default shall be made by the said vendor/contractor in the performance of the said contract to the satisfaction of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** to claim **Rs...../-**

**(Rupees.....**  
**.....only)** towards the liquidation of the liability of the said vendor/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 **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** 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 vendor/contractor to the satisfaction (to be certified as aforesaid) of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** for the time being & until the final adjustment of the accounts between the said vendor/contractor & the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** for the time being or in any **Treasury** in which they may be lodged by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT TRADE**. In witness where of the said vendor/contractor and the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), IIFT** 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. Tender/CATER/2024-25/CRIT, दिनांक / dated: 25/07/2024** forms the integral part of this agreement.

## Annexure – X

## FINANCIAL BID FORMAT

FORMAT FOR FINANCIAL PROPOSAL		
S. NO.	PARTICULARS ON PER PLATE/HEAD BASIS	RATE (IN RS) *Inclusive of taxes – indicate rate of taxation
1.	Rates per pax with breakup of options specified at point no. 4, under <u>Standard Lunch Package Requirements (sl. no.: 5a-5e)</u>	
2.	Acceptance to CRIT Standard Package requirements, general and payment terms and Conditions mentioned in the RFQ document	Yes / No

*Note* \*the quoted rates should be in Rupees value both in numeric figures and in words.

*(Rates to be quoted inclusive of inclusive of all Taxes)*

We hereby accept and abide by the scope of services & payment terms and conditions of Tender document unconditionally and the rates quoted in the financial proposal are inclusive of GST and are valid for One Year, duties and levies.

Date: \_\_\_\_\_

(Signature of Authorized Signatory)