

# Tender/HOTEL/2024-25/CRIT

## 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/HOTEL/2024-25/CRIT

Date: 24/07/2024

### Notice Inviting Tender for Empanelment of Hotel for CRIT Programs at New Delhi

Given the need to empanel Hotels as Centre for Research in International Trade (CRIT-CWS/CTIL) organises various events and programs wherein international participants and eminent academicians/ faculty members attend/facilitate the programs at Centre for Research in International Trade (CRIT), Indian Institute of Foreign Trade (IIFT), New Delhi thus for **selection of Hotels for providing accommodation to the international participants, (CRIT-CWS/CTIL) 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.

### CRITICAL DATES OF TENDER:

Imported Dates	
Date of issue of document	24.07.2024
Bid submission start date	24.07.2024
Bid submission end date	14.08.2024 1000 hrs
Date of Technical Bid opening	14.08.2024 1200 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, New Delhi-110014
Nature of Work	Empanelment of well-established and well located, duly registered Hotels within a radius of around 10 kms of Ashram Chowk, New Delhi, preferably in Central and South Delhi from NAFED House, New Delhi-110014. for hiring of 25 single occupancy per day for a period of about two weeks on requirement basis for foreign delegates taking part in training courses. The Hotels with their own transportation for Airport Transfer to the delegates. Hotels to offer best corporate deals for CRIT (costing of per room shall be lower than the regular cost for CRIT).
Tender Value	<b>S.N. 1 to 5 – approximately Rs. 60,00,000.00 (Rupees Sixty Lakhs Only).</b>
Contract Period	The period of contract will be initially for one <b>year from the date of signing of agreement.</b> The contract may be extended by another one year on the basis through mutual agreement.

**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 it's Umbrella i.e. The Centre for WTO Studies and The Centre for Trade and Investment Law (CTIL).

**ELIGIBILITY CRITERIA**

<b>S. No.</b>	<b>Basic Requirements</b>	<b>Specific Requirements</b>
1.	Legal Entity	Should be a registered entity with the authorities concerned.
2.	Registration with Fire Department for Fire Safety License and Health authorities	Absolutely must.
3.	Tax Registration	GST and PAN registration number (copies must be attached)
4.	Number of rooms available in the Hotel.	The bidder should be able to provide at least 30 room upon request by NAFED at least 20 days in advance.
5.	Duly filled & signed; <ul style="list-style-type: none"><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 <b>Annexure from I-V</b>

**BID SECURITY / EMD:**

- i. The bidder shall furnish the bid security / EMD for an amount equal to **2.5% of 60 Lakhs (the estimated tender cost) i.e., Rs. 1,50,000/-** 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.

### SUBMISSION OF TENDER:

The tender should be submitted as detailed below:-

**Envelope-1:** Comprising of Bid Security / EMD duly signed all pages of tender document and requisite documents duly signed. The envelope should be super scribed as “Notice Inviting Tender for Empanelment of Hotel for CRIT Programs at New Delhi”.

**Envelope-2:** Comprising of Price Bid (as per Financial Bid Format attached at Annexure-IX). The envelope should be super scribed as Financial Bid for “Notice Inviting Tender for Empanelment of Hotel for CRIT Programs at New Delhi”.

**Envelope 1 & Envelope 2** shall be put together in a big envelope super scribed as “Notice Inviting Tender for Empanelment of Hotel for CRIT Programs at New Delhi” should be submitted to the Administrative Officer, Centre for WTO Studies, CRIT, Nafed House, New Delhi.

- Tender bids received after due date & time will not be accepted.
- Incomplete, ambiguous, conditional, bids are liable to be rejected.
- 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.
- The bidder shall furnish a declaration in their letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 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.
- The Bidder has to indemnify the Institute against loss of input tax credit on account of Black-listing of firm during tenure of contract.
- Institute has the right to recover input tax credit loss suffered by it due to any misdeclaration of invoice by Bidder.
- Financial Bids will be opened only of those bidders, who will qualify on the basis of technical bids. Institute’s decision, in this regard would be final.
- Institute reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. Institute does not bind itself to accept lowest tender.
- Minimum Contract Period is one year, which may be extended on mutually agreed terms and conditions. However, if the services are found not to be satisfactory, the contract may be discontinued by giving 30 days notice period by the Institute.
- Hotel would ensure the full safety and security of the delegates and their belongings in the rooms during the period of their stay at the hotel, including video surveillance of its premises, including public areas.
- The rooms have to be absolutely clean and well maintained with required essentials, including supply of fresh towels etc. on daily basis, availability of tea kettle with sufficient Tea/coffee, iron etc.
- Hotel would have to designate a dedicated and resourceful official with sound communications skills in English language to provide required assistance to the delegates whenever required.
- Hotel should have basis medical kits and arrangements for transportation of delegates to the nearest hospital in case of any emergency.
- The Bids Evaluation Committee would make a determination about the eligibility or otherwise of the bids and its decision would be final in all respects.
- Financial bids of the technically qualifying bidders would be Opened by a Committee in the presence all the eligible bidders.

### STANDARD PACKAGE REQUIREMENT

The hotel shall be required to adhere to the following **standard package requirements** for airport transfers and room:

- a) Minimum 4 Star Accommodation on **single occupancy in well-appointed standard accommodation** amenities inclusive of facilities like air conditioning, 24-hour hot water and cold-water facility and power supply, cleaned pressed bed sheet, bath towel, hand towel, 2 soaps, two (02) mineral water bottles daily in each room, each day to each occupant.
- b) The rooms have to be absolutely clean and well maintained with required essentials tea kettle with sufficient Tea/coffee, iron etc. Smart TV, Good and stable wi-fi service\Cafeteria for complimentary breakfast (Breakaway room would be an additional feature)
- c) 24/7 gated and physical security service. Hotel would ensure the full safety and security of the delegates and their belongings in the rooms during the period of their stay at the hotel, including video surveillance of its premises, including public areas
- d) Hotel would have to designate a dedicated and resourceful official with sound communications skills in English language to provide required assistance to the delegates whenever required.
- e) Hotel should have basis medical kits and arrangements for transportation of delegates to the nearest hospital in case of any emergency.
- f) Airport Pick up and Drop for all participants, flight details will be shared with the hotel for arranging the airport transfers.
- g) Check-in time - on or after 12:00 noon and Check-out time from the hotel- before 12:00 noon. In special cases if early check-in or late check-out is required, it shall be considered and no extra cost should be charged.
- h) Buffet breakfast to be included with the room rate with a good spread of itemised menu (veg. and non-veg.)
- i) Quote should be inclusive of all taxes.
- j) One single rate for all the above-mentioned group slots will be preferred.

### PAYMENT TERMS AND CONDITIONS

- i) Billing will be on the basis of actual authorised stay of delegates by CWS/CTIL.
- ii) Billing will be on actual check-in/check-out basis
- iii) No advance payment would be made by CRIT (CWS/CTIL)
- iv) No Retention Charges/ Surcharges shall be payable by CRIT (CWS/CTIL)
- v) Advance payment would be considered upon submission of bank guarantees for the amount involved in accordance with government rules.
- vi) Bills would have to reflect delegate wise per day room utilisation by delegates, along with their daily room tariff, taxes and other charges thereon.
- vii) Payment will be made by CWS/CTIL as soon as possible after deduction of mandatory TDS, GST etc. 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. The GST bills raised by the Hotel shall clearly mention the billing components (basic tariff, taxes etc) Check- in, and Check-out details of guest(s).
- viii) Any other expenses will be borne directly by the guests.
- ix) Billing address: Centre for Research in International Trade (CRIT), CENTRE FOR WTO STUDIES or CENTRE FOR TRADE AND INVESTMENT LAW, IIFT, NEW DELHI, 5<sup>th</sup> -8<sup>th</sup> Floors, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014. Email: Administrative Officer CWS <ao\_cws@iift.edu>

## TECHNICAL BID FORMAT

<b>Hotel Name</b>	
<b>Hotel Address</b>	
<b>Hotel Contact Person (Single Point of Contact for all purpose)</b>	
<b>Hotel Phone No.</b>	
<b>Hotel Fax No.</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>	

### EVALUATION AND SELECTION CRITERIA

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

<b>Sl. No.</b>	<b>Description</b>	<b>Score calculation</b>	<b>Max. Marks</b>
1.	Distance from NAFED House, Ashram Chowk, New Delhi-110014	<ul style="list-style-type: none"> <li>➤ 3-5 Kms– 25 marks</li> <li>➤ 5-7 Kms – 15 Marks</li> <li>➤ 7-10 Kms – 5 Marks</li> </ul>	25
2.	Number of Rooms	<ul style="list-style-type: none"> <li>➤ Number of rooms 200 or more: 25 Marks</li> <li>➤ Number of rooms 100- 200: 15 Marks</li> <li>➤ Number of rooms less than 100: 10 Marks</li> </ul>	25
3.	Availability of in-house travel desk for management of local transportation towards local sightseeing arrangements & for pick- up & drop from the nearest major Airport/Railway station/Bus stand	<ul style="list-style-type: none"> <li>➤ If owned, in-house local transportation facility: 25 Marks</li> <li>➤ If hired, local transportation facility: 15 marks</li> <li>➤ If No transportation facility: 10 marks</li> </ul>	25

6.	Experience in providing accommodation with airport transfers for guests of 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: 25 marks</li> <li>➤ Less than 7 years and more than or equal to 5years: 20marks</li> <li>➤ Less than 5 years and more than or equal to 3years: 10marks</li> <li>➤ Less than 3 years and more than or equal to 1 year: 5marks</li> <li>➤ Below 1 year: No marks</li> </ul>	25
			100

*Hotel score should be at least 50 marks to technically qualify.*

*The Hotel quoting the least rates out of the technically qualified Hotels will be selected. To arrive at the least Cost (L1) CWS shall ascertain total lumpsum cost for an estimated 20-25 nos. of participants by utilizing the rates quoted by the Hotels against each parameter as detailed in Financial Bid format*

*In case more than one bidder emerges as the lowest bidder due to equal rates after financial evaluation, then the lowest bidder (L1) will be decided based on the following criteria (a) Higher Technical Score, (b) Experience of Hosting similar programs in the past. CWS's decision in this regard shall be final and binding to all the bidders.*

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

1. Distance from NAFED House, Ashram Chowk

3-5 Kms	<input type="checkbox"/>
5-7 Kms	<input type="checkbox"/>
7-10 Kms	<input type="checkbox"/>

2. Number of Rooms

200 or more	<input type="checkbox"/>
100-200	<input type="checkbox"/>
Less than 100	<input type="checkbox"/>

3. Availability of in-house travel desk for management of local transportation towards local sightseeing arrangements & for pick- up & drop from the nearest major Airport/Railway station/Bus stand

If owned, in-house local transportation facility	<input type="checkbox"/>
If hired, local transportation facility	<input type="checkbox"/>

If No transportation facility	<input type="checkbox"/>
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4. Experience in providing accommodation with airport transfers for guests of Govt. /Central Govt. / PSU's/ Public Sector Bank/ National Institute of repute during preceding 7 years.  
*(Provide details in support of your claim i.e. Date of organizing the program, Respective Office for which program conducted against each program)*

7 years or above: 25 marks	<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"/>
Below 1 year	<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 :* .....

## **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 Proforma at Annexure-VI.
- 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-II.

### **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 upto 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 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.
- (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 days 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. “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:-
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is citizen of such a country; or
  - 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:
- 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-

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - “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.
- 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;
  - 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.
  - 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;
  - 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 as per Annexure-V.

**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.

**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**

**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**

**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**

**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**

**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 \_\_\_\_\_04/2024

**Authorized signatory**

**(Name of the Firm entity)**



**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 Hotel for CRIT Programs, 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: .....

**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/HOTEL/2024-25/CRIT, dated: \_\_\_\_\_ in respect of **Empanelment of Hotel for CRIT Programs, 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

.....  
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 to attend the bid opening may be refused in case authorization as prescribed above is not received.

**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 Hotel for CRIT Programs, 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/HOTEL/2024-25/CRIT, दिनांक / dated: 24/07/2024** forms the integral part of this agreement.

## FINANCIAL BID FORMAT

FORMAT FOR FINANCIAL PROPOSAL		
S. NO.	PARTICULARS ON CPAI* BASIS	RATE (IN RS) *Inclusive of taxes – indicate rate of taxation
1.	<b>Rates per person per night for Single Room including all the requirements</b> as mentioned in <b>CRIT Standard Package Requirements</b> for Providing accommodation and airport transfers (ref.)	
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.

**CPAI – (Rates to be quoted inclusive of Breakfast, airport transfers and inclusive of all Taxes)**

*We hereby accept and abide by the scope of services & payment terms and conditions of RFQ 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)