TENDER for Empanelment of News Agency at IIFT, New Delhi

<u>Ref No. Empanelment/ Advertising Agency/</u> <u>Tender/ 2021</u>



INDIAN INSTITUTE OF FOREIGN TRADE B-21 QUTAB INSTITUTIONAL AREA NEW DELHI -110016

1. About the Institute:

Indian Institute of Foreign Trade (IIFT) is a Deemed to be University is a national institute involved in Post-Graduate Teaching of Management Studies, Economics and research in both disciplines. 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 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 autonomy by UGC/ MHRD as Category-I institution.

Institute is in the process of Empanelment of Advertising Agency, Competitive Bids are hereby invited from the eligible parties.

2. <u>Scope of work:</u>

Institute's news works ranges from tender advertisements to full-fledged advertisements for student's admissions, recruitment notices etc. They are expected to be released in major newspapers all over the country at short notice.

- (a) Content development for advertisement in English and Hindi
- (b) Designing of advertisement in English and Hindi
- (c) Release of advertisements in specified newspapers

(d) Collation of copies of all newspapers which have published the advertisement and supplying that to IIFT, New Delhi along with bill.

To cater to such requirements, Advertising Agency is required to have good infrastructure and have adequate experience in the field. These should include creation of artwork, concept, design, editing & release of advertisements in Newspapers.

3. <u>Submission of Bid</u> :

Both the bids (Technical and Financial) duly signed Authorized Signatory should be submitted in two separate sealed envelopes as described below:

- a) **Envelope 1:** Containing Technical Bid duly completed in all respects along with Tender Fee & all relevant documents.
- b) Envelope 2: Containing the Financial Bid, as prescribed in the Annexure-VI.

Both the Envelopes should be super-scribed in bold letters and must be sealed in a big

envelope with statement:

- 'Technical Bid for empanelment of advertising agencies' with Reference No. of Tender.
- 'Financial Bid for empanelment of advertising agencies' with Reference No. of Tender.

Finally, the above-mentioned envelopes should be kept in a single sealed cover/ envelope super-scribed in bold letters with the statements - **'TENDER FOR EMPANELMENT OF ADVERTISING AGENCIES' with Reference No. of Tender** and to be submitted in Tender Box till, **dt. 08/11/2021 by 11:00 am** kept at:

IIFT Bhawan, (Main Gate) B-21, Qutab Institutional Area New Delhi-16

4. Bid Opening & Evaluation:

- The Technical bid will be first opened and evaluated. In the primary screening, technical bid of only those who satisfy the eligibility criteria and will submit documents required will be evaluated.
- The Financial bid of only those bidders whose technical bid is found to be in order the Committee will be opened.
- Selection of successful bidder: Both the technical and financial bids will be opened on date/time as per the schedule given. After evaluation of bids, the bidder who is technically qualified as well as quotes with highest discounts shall be declared as the successful bidder.
- Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.

5. Award of Contract:

- Period of Empanelment: The empanelment will be initially for a period of one (01) year which may be extended further with mutual consent, subject to satisfactory performance.
- The Successful Bidder should accept the offer within 10 days from the date of receipt of "Work of Offer', failing which the offer will be cancelled.

- > IIFT, New Delhi reserves the right to engage one or more agencies at a time and to cancel the Contract at any time without assigning any reason.
- IIFT, New Delhi reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

6. Terms of Contract:

- Text of advertisement will be provided by the Institute in electronic format (MS word) through email and the designing/ creative options/ artwork should be done by the agency to the satisfaction of the Institute.
- The empanelled agency shall arrange for publication of Institute's advertisement from time to time according to the specific instructions such as name of the newspaper(s), number of insertion(s), specific column(s), date of publication etc. These instructions will be communicated in writing by the Institute from time to time.
- The Agency shall provide the service on 24-hour notice basis to design, translate and release the advertisement. The agency must ensure that the matter of advertisement given is correctly re-produce in the advertisement appearing in the newspaper.
- IIFT, New Delhi is being a Premier Educational Institute, many of the requirements could be of emergent in nature. The Advertising Agency has to respond to such requirements at short notice despite holidays/beyond office hours.
- Translation from English to Hindi or vice versa of all Advertisements/ Tender notice to be published in other regional newspaper shall be arranged by the agency and no additional charges for translation of the same will be made.
- Publishing of the advertisement by the advertising agency shall be after approval of advertisement design/artwork. Advertisement is to be published on the specified dates on receipt of Work Order/ Confirmation from IIFT, New Delhi.
- It shall be the responsibility of the agency to ensure that all advertisements of the Institute would be placed prominently and appear in an impressive manner while occupying minimum space without any extra cost.
- IIFT, New Delhi reserves the right to make necessary modification to the selected artwork, concept etc. and the concerned News Agency will be required to carry out the modifications suggested in the artwork.
- If the Advertisement is misprinted or published differently from the approved one, the Agency will publish corrigendum/correct Advertisement etc. thereof at their own cost at the earliest (within a week).
- The empanelment of an agency shall not mean that the Institute cannot release advertisements directly/ through any other agency without routing through the agency

empanelled through this tendering process.

- The agency will not be allowed to assign or sublet the empanelment or any part of it to any other vendor/agency in any form. Failure to do so shall result in the termination of empanelment.
- The performance of the Agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time and participation in the tendering process. In the event that Agency fails to meet our requirements, we shall be constrained to terminate the empanelment by serving one month's prior notice.
- If the services of the agency are not found satisfactory, IIFT, New Delhi shall have the right to cancel the empanelment at any time without assigning any reason and without any financial compensation to the agency.
- IIFT, New Delhi reserves the right to empanel any other Advertising Agency or cancel empanelment of any agency without assigning any reason by serving one month's notice even before expiry of the period of empanelment.
- The Institute will have the right to drop any Agency from the empanelled list without assigning any reason whatsoever. Institute also reserves the right to modify the Terms and Conditions for empanelled Agencies.
- The bidder needs to submit Bid Security Declaration (Annexure-V), absence of the said document will lead to rejection of the bid.

7. Performance Security:

The firm will be required to submit performance security equivalent to 3% of the order value with validity beyond 60 days of the Contract Period. On expiry it will be refunded without any interest. The Performance Security may be in the form of DD or Bank Guarantee from a scheduled bank. The BG may be encashed by the Institute in case of services not found satisfactory. **(May please refer Annexure – XI)**

8. Payments Terms:

- Payment shall be made within 30 (thirty) days after receipt of the final bill, duly supported by all the newspaper clippings (in original).
- No extra payment shall be made for conceptualization, creation, designing and development of Advertisement issued through Newspapers.
- > No advance payment will be made to the empanel agency under any circumstances.
- TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

9. General Terms & Conditions:

- Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the Tender, will not be considered for empanelment.
- Tender fee Rs.500/-, exempted for MSMEs/ NSICs on providing approval. Tender Validity: 90 days.

Estimated Tender Cost: 20 Lac.

- IIFT, New Delhi reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not be entertained.
- The decision of Competent Authority, IIFT, New Delhi will be final in all matters relating to the empanelment and binding. IIFT, New Delhi reserves the right to reject any application without assigning any reason.

9.1 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.

9.2 Action by purchaser against bidders /vendors 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.
- 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.

9.3 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.

9.4 Extension of Contract:

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

9.5 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.

9.6 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 venue of the arbitration proceeding shall be IIFT Delhi Centre.

10. Clarification of Bid Documents:

- (a). A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail, 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.
- **(b).** 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.

11. Preference to Make in India:

- (a) 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.
- (b) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (c) 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.
- (d) Procurements where the estimated value is less than Rs.5.00 lac shall be exempt from this order.
- (e) Verification of local content:
- (a) For procurement value up to Rs.10 cr. : 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 Cr. : 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. (May refer to the attached Annexure – VII)

12. Near Relationship Certificate

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.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

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). (May refer to the attached Annexure VIII)
- 13. <u>Restrictions on procurement from a bidder of a country which shares a land</u> <u>border with India</u> [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.
- 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 7. 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. (May refer to the attached Annexure IX)
- 14. <u>Service Warranties</u>. Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

ANNEXURE-I

Tender for : Empanelment of Advertising Agency for Publication of Advertisement In Newspapers for IIFT, New Delhi		
Tender Ref. No: Empanelment/ Advertising Agency/ Tender/ 2021 dated:		
Name of the Bidder:		
Correspondence		
Address: Tel/Mob No.:		
Email Id:		
Contact Person Name:		
Mobile No (Contact		
Person):		

Technical Criteria: list of documents to be submitted with the application:

Sr. No.	Particulars	Details/ Compliance (Y/N)	lf Submitted, Mention Page No.	Remarks
1.	Brief profile of the Agency As per Annexure – II			
2.	Valid INS Accreditation certificate indicating full accreditation by INS			
3.	Copy of Permanent Account Number (PAN)			
4.	Copy of GST Registration Certificate			
5.	Valid document in support of Registered/ Branch office at New Delhi.			
6.	Bid Security Declaration (Annexure- V)			
7.	Self-Declaration About Non Black- Listing			
	(as per Annexure-III)			

	List of 5 major clients from Govt. / PSU/ Higher Education Institute / Central Universities / IIT / IIM etc.		
8.	(as per Annexure- IV) Letter of empanelment along with satisfactory completion certificate from at least two Govt. Dept/ PSUs/ Autonomous Bodies/ reputed commercial organizations towards providing similar services during last 5 years from the last date of submission of bid.		
9.	Annual Turnover of last 03 years 2018-2019, 2019-2020 and 2020-2021		

Declaration

I/we.....(Name of the Authorized Representative of Bidder) of.....(Name of the bidder) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender document.

Place & Date:

(Name & signature with stamp of the bidder)

Annexure - II

Brief Profile to be filled by the Advertising Agency

(To be submitted on the letterhead of the bidder)

1	Name of the Advertising Agency (In Block Letters)	
2	Registered Office Address (with telephone no. & email address)	
3	Status of the organization (Proprietary/Partnership/Pvt. Ltd./Public Ltd. Company)	
4	Name of the Directors/ Partner/ Proprietor	
5	Name & Address with telephone no., fax no. and email id of contact person with designation	
6	Website, if any	
7	Year of Incorporation/ Constitution of Agency	
8	Registration No./ Trade License No.	
9	Experience (in years)	
10	Name of the large clients (Banks/ PSUs/ IITs/ IIMs/ Central Government Universities/ Organizations/ reputed companies)	

Verification:

The details furnished in the application are true and correct to the best of my/ our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by IIFT, New Delhi, if it deems fit.

Signature of authorized signatory

Annexure - III

SELF-DECLARATION ABOUT NON BLACK-LISTING (To be submitted on the letterhead of the bidder)

То

The Section Officer

IIFT Bhawan,

Qutab Institutional Area

New Delhi-110016

Subject: Self Declaration About Non Black-Listing for "Empanelment of Advertising Agency"

Sir,

In response to tender under reference No.: Empanelment/ Advertising Agency/ Tender/ 2021. I/ we hereby declare that presently our Agency/ Firm/ Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Government Department, Public Sector undertaking, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that our agency/ firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Government Department, Public Sector undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD/ Performance Security may be forfeited in full and the tender if any to the extent may be cancelled.

Yours faithfully,

(Name & Signature with stamp of the bidder)

Annexure - IV

LIST OF GOVT. ORGANIZATION/ DEPARTMENT

 List of Government Organizations for whom the Tenderer has undertaken such work during last Five Years (must be supported with work orders)

 Name of the organization
 Name of Contact Person
 Contact No.

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the organization

 Image: Contact Register of the organization
 Image: Contact Register of the organization
 Image: Contact Register of the

Signature of Tenderer Name: Designation: Organization Contact No.:

Annexure - V

Declaration of Bid Security

I ______ Son/ Daughter/ Wife of ______on behalf of the _____ (Name of the Company) do hereby declare that if we withdraw or modify our bids for the EOI during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a Performance Security before the deadline defined in EOI, we will be suspended for a period of 01 year from being eligible to submit EOI/ Proposal for contracts with IIFT.

Name:

Company:

Signature:

Annexure – VI

Proforma for Financial Bid for Empanelment of Advertising Agency at IIFT, New Delhi

1. Name of Organization:

Sr.No 1	Newspapers	B/W
1		D/ VV
	Times of India	
1.1	TOI, Ascent, All India Edition	
1.2	TOI, Ascent, North India Edition	
1.3	TOI, All India Edition	
1.4	TOI, Delhi/ NCR Edition	
2	Hindustan Times	
2.1	HT, All India Edition	
2.2	HT, Delhi/ NCR	
2.3	HT, Education, All India Edition	
2.4	HT, Education, Delhi/ NCR	
3	The Hindu	
3.1	The Hindu, All India Edition	
3.2	The Hindu, Delhi/ NCR	
4	The Indian Express	
4.1	The Indian Express, All India Edition	
4.2	The Indian Express, Delhi/ NCR Edition	
5	Amar Ujala	
5.1	Amar Ujala, All India Edition	
5.2	Amar Ujala, Delhi/ NCR Edition	
6	Navbharat Times	
6.1	Navbharat Times, All India Edition	
6.2	Navbharat Times, Delhi/ NCR Edition	
0.2		
7	The Hindu	

7.1	The Hindu, All India	1
7.2	The Hindu, Delhi/ NCR	
8	The Economic Times	
8.1	The Economic Times, All India Editions	
8.2	The Economic Times, Delhi/ NCR Editions	
8.3	ET, Wealth, All India Editions	
8.4	ET, Wealth, Delhi/ NCR Editions	
9	Business Standard	
9.1	Business Standard, All India Editions	
9.2	Business Standard, Delhi/ NCR Editions	
10	The Tribune	
10.1	The Tribune, All India Editions	
10.2	The Tribune, Delhi/ NCR Editions	
11	The Statesman	
11.1	The Statesman, All India Edition	
11.2	The Statesman, Delhi/ NCR Edition	
12	The Indian Express	
12.1	The Indian Express, All India Edition	
12.2	The Indian Express, Delhi/ NCR Edition	
13	Amar Ujala	
13.1	Amar Ujala, All India Edition	
13.2	Amar Ujala, Delhi/ NCR Edition	
14	Anand Bazaar Patrika	
	Economics and Political Weekly	
15	(Magazine)	
	Grand Total	

The tender will be awarded to the concerned vendor who will be L1 in Newspapers Grand Total from Sr. No.1-15.

Annexure – VII

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 _____00/2021

Authorized signatory (Name of the Firm entity)

Annexure – VIII

NEAR RELATIONSHIP CERTIFICATE

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 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

Annexure – X

UNDERTAKING & DECLARATION

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.
- 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

For the Performance Bank Guarantee (To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

 Whereas INDIAN INSTITUTE OF FOREIGN TRADE (here after referred to as "IIFT") has issued

 an APO no.
 Dated/2021 awarding the work of "Providing

 Mess Services at IIFT Delhi" to M/s.
 R/o
 (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favor of Director, IIFT of

 Rs.
 - (hereafter referred to as "P.G. Amount") valid up to/2021(hereafter referred to as "Validity Date"). Now at the request of the Bidder, We
 (Address)

 Bank
 Branch having.
 (Address)

 and
 Regd.
 office
 address
 as

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 forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained

(a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

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

Place :	
Date :	(Signature of the Bank Officer)
(Rubber stamp of the bank)	
Authorized Power of Attorney	y Number:
Name of the Bank officer:	
Designation:	

Complete Postal address of Bank:

Telephone Numbers Fax numbers E-mail ID:

.....

25